



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

105 PLEASANT STREET, CONCORD, NH 03301

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May 22, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Developmental Services to enter into **sole source** agreements with the vendors listed in the table below to provide developmental and acquired brain disorder services, with a total price limitation of \$11,228,262 of which \$2,725,890 is a shared amount among all vendors to provide Vision and Hearing Supplemental Services, Autism Supplemental Services, and to reimburse for room and board and tuition of which there is no maximum or minimum service volume guarantee, effective July 1, 2018, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2019. 18% Federal Funds, 82%% General Funds.

Summary of contracted amounts by Vendor:

Vendor Name	City/Town	Price Specific to Vendor	Price Limitation Shared by All Vendors	Total Price Limitation
Area Agency of Greater Nashua, Inc.	Nashua	\$1,110,781	\$2,725,890	\$3,836,671
Behavioral Health & Developmental Services of Strafford County, Inc.	Dover	\$557,528	\$2,725,890	\$3,283,418
Community Bridges	Concord	\$1,076,487	\$2,725,890	\$3,802,377
Community Crossroads, Inc.	Atkinson	\$1,404,728	\$2,725,890	\$4,130,618
Developmental Services of Sullivan County	Claremont	\$317,804	\$2,725,890	\$3,043,694
Lakes Region Community Services Council	Laconia	\$1,138,649	\$2,725,890	\$3,864,539
Monadnock Developmental Services, Inc.	Keene	\$516,154	\$2,725,890	\$3,242,044
Moore Center Services, Inc.	Manchester	\$895,891	\$2,725,890	\$3,621,781
Northern Human Services	Conway	\$199,276	\$2,725,890	\$2,925,166
One Sky Community Services, Inc.	Portsmouth	\$1,285,074	\$2,725,890	\$4,010,964
	Total	\$8,502,372	\$2,725,890	\$11,228,262

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services, to make an advance payment in the first quarter of State Fiscal Year 2019 to each vendor, up to a maximum of one-twelfth of the State Fiscal Year 2019 funding available for each respective Vendor.

Funds to support this request are available in the following accounts in State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

This Request is **sole source** because these agreements are not subject to the competitive bidding requirement. RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area established by rules adopted by the Department to provide services to developmentally disabled persons in that area. Pursuant to RSA 171-A:18, I., once designated, the Area Agency shall be the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating these with existing services on behalf of persons with developmental disabilities in the area.

Approval of this Request will allow the ten (10) Contractors to continue to act as non-profit Area Agencies that provide developmental, acquired brain disorder and early intervention services to approximately 12,500 adults and children throughout the State. New Hampshire was the first state in the nation to close its institution for its citizens with developmental disabilities. As a fully community-based system, New Hampshire's service delivery system is operated through the Area Agencies, which serve as the Organized Health Care Delivery System for developmental services, providing essential and critical information and services to individuals and their families. The Area Agencies operate services throughout New Hampshire, as defined in RSA 171-A:4, providing for the care, habilitation, treatment, and training of developmentally disabled persons, and RSA 126-C, providing for the support of families. Services include: community support / independent living, community participation and employment, family-centered early supports, family support, in-home support, residences which may also provide community participation services, residential, service coordination, services to persons with acquired brain disorders, and participant directed and managed services.

Regarding Requested Action #2, any advance payments available under these agreements will only be made after the Department has conducted an extensive financial review of the applicable Area Agencies and only if it is determined that an advance payment is necessary to assure continuity of programs and services to clients.

The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Bureau of Developmental Services and approved by the Centers for Medicare and Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services Waivers. In accordance with RSA 171-A, the Area Agencies are responsible to establish, maintain, implement, and coordinate a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders.

The Area Agencies work collaboratively with the Department on a variety of initiatives designed to sustain a high quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

These Agreements include funding to be shared among the Vendors to provide Vision and Hearing Supplemental Services, Autism Supplemental Services and room and board and tuition of which there is no maximum or minimum service volume guarantee. By including these services in these contracts, as a shared source of funding, this enables the Department to distribute funds throughout the year, based on individual and agency needs in a timely manner. The Vision and Hearing and Autism Services complement what an eligible child may receive through Family Centered Early Supports and Services and are intended to provide additional training, supports, and direct services to aid the child and their family. The room and board is to cover the costs for housing related expenses for those who receive residential services only through the Area Agencies for which there are no other public and/or private resources. The funding for these services is based on statewide need and will change throughout the year. Since these are not based on regional needs, the Department will manage the funds in order to have flexibility in the allocation of the funds to meet the needs of the individuals served.

Three agencies provide unique additional services to support distinct components that serve the entire Organized Health Care Delivery System. The Department has determined that having the three agencies provide the following services statewide is an effective and efficient use of resources.

Community Bridges provides Systemic, Therapeutic Assessment, Respite, and Treatment (START) statewide for individuals who may be in crisis. START is national program, for which New Hampshire participates and offers services to strengthen efficiencies and service outcomes for individuals with intellectual and developmental disabilities and behavioral health needs in the community.

Behavioral Health & Developmental Services of Strafford County provides administrative and financial support for the Council for Youths with Chronic Conditions pursuant to RSA 126-J. The Council for Youths with Chronic Conditions promotes the organized assessment of the needs of youths with chronic conditions and their families, serves in an advisory capacity to the Departments of Health and Human Services, Education, and Insurance, and increases awareness in the public and private sector of the medical, social, and educational issues which impact youths with chronic conditions and their families to support them to remain in their own home and communities.

Community Crossroads, Inc. provides statewide support for a Family Support Conference, to the People First, and for statewide training initiatives to support the families who have individuals with development disabilities and acquired brain disorders.

Each Area Agency, pursuant to RSA 171-A and New Hampshire Administrative Rule He-M 505 is designated by the State of New Hampshire, Department of Health and Human Services. As part of this designation, the Department conducts annual Governance Audits to ensure that Area Agencies are meeting contract requirements. Redesignation includes a number of tools that assist the Department to measure an Area Agencies performance. New Hampshire participates in the National Core Indicators, a national effort utilizing standard measures used across states to assess the outcomes of services provided to individuals and families. In addition, as part of compliance with the Home and Community Based Waivers, the Department is required to conduct ongoing service reviews.

Should Governor and Executive Council not approve these Requested Actions, approximately 12,500 individuals served through the area agencies will be without services necessary and essential to maintain their health, safety and welfare in accordance with RSA 171-A.

Area served: Statewide.


Source of funds: 18% Federal Funds from the Office of Special Education and Rehabilitative Services, Department of Education, Special Education Grants for Infants and Toddlers, Catalog of Federal and Domestic Assistance #84.181A, Federal Award Identification Number H181A170127, and 82% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,


Christine Santaniello
Director

Approved by:


Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

PO #1056670

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$309,159

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #1056676

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$205,658

Community Bridges (Vendor Code 155658-B001)

PO #1056871

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$610,766

Community Crossroads, Inc. (Vendor Code 155293-B001)

PO #1056684

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$496,971

Developmental Services of Sullivan County (Vendor Code 167142-B001)

PO #1056685

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$153,744

Lakes Region Community Services Council (Vendor Code 177251-B002)

PO #1056733

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$1,031,204

Monadnock Developmental Services (Vendor Code 177280-B002)

PO #1056734

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$244,804

Moore Center Services, Inc. (Vendor Code 154355-B001)

PO #1056736

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$181,550

Northern Human Services (Vendor Code 177222-B004)

PO #1056738

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$142,690

One Sky Community Services (Vendor Code 155666-B001)

PO #1056735

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$659,886
Total Family Support Services			<u>\$4,036,432</u>

Attachment A
Financial Details

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

PO #1056670

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$582,863

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #1056676

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$170,346

Community Bridges (Vendor Code 155658-B001)

PO #1056871

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$253,825

Community Crossroads, Inc. (Vendor Code 155293-B001)

PO #1056684

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$656,727

Developmental Services of Sullivan County (Vendor Code 167142-B001)

PO #1056685

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$90,282

Lakes Region Community Services Council (Vendor Code 177251-B002)

PO #1056733

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$16,510

Monadnock Developmental Services (Vendor Code 177280-B002)

PO #1056734

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$102,348

Moore Center Services, Inc. (Vendor Code 154355-B001)

PO #1056736

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$371,189

Northern Human Services (Vendor Code 177222-B004)

PO #1056738

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$11,260

One Sky Community Services (Vendor Code 155666-B001)

PO #1056735

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$445,891
Total Early Intervention			<u>\$2,701,241</u>

Attachment A
Financial Details

05-95-93-930010-7852 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

PO #1056670

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$218,759

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #1056676

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$111,524

Community Bridges (Vendor Code 155658-B001)

PO #1056871

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$211,896

Community Crossroads, Inc. (Vendor Code 155293-B001)

PO #1056684

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$251,030

Developmental Services of Sullivan County (Vendor Code 167142-B001)

PO #1056685

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$73,778

Lakes Region Community Services Council (Vendor Code 177251-B002)

PO #1056733

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$90,935

Monadnock Developmental Services (Vendor Code 177280-B002)

PO #1056734

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$169,002

Moore Center Services, Inc. (Vendor Code 154355-B001)

PO #1056736

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$343,152

Northern Human Services (Vendor Code 177222-B004)

PO #1056738

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$45,326

One Sky Community Services (Vendor Code 155666-B001)

PO #1056735

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$179,297
Total Contract			\$1,694,699

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT (100% General Funds)

Behavioral Health & Developmental Services of Strafford County (Vendor Code 177278-B002)

PO #1056676

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$70,000
Subtotal			\$70,000
Total Price Specific to Vendor			\$8,502,372

Attachment A
Financial Details

Funding Amounts Shared by Vendors as follows:

For Continuing Education Account

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$74,890

For Hearing and Vision Supplemental Services

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$311,000

For Room and Board

05-95-93-930010-71000000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, DEVELOPMENTAL SERVICES (100% General Funds)

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	102-500731	Contracts for program services	\$2,000,000

For Autism Supplemental Services

05-95-93-930010-7852-502 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Fiscal Year	Class / Object	Account Title	Current Modified Budget
2019	502-500891	Payments to Providers	\$340,000

Total Price Shared	\$2,725,890
Total Price for All Vendors	\$11,228,262

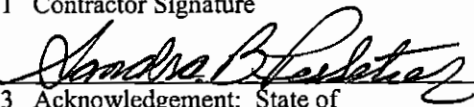
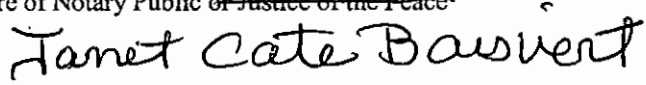
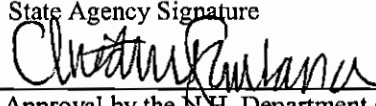
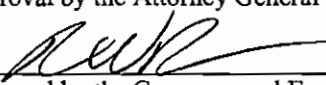
Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc.		1.4 Contractor Address 144 Canal Street Nashua NH 03060	
1.5 Contractor Phone Number 603-459-2718	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,836,671.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandra Pelletier, President/CEO	
1.13 Acknowledgement: State of _____, County of _____ On 5/21/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JANET CATE BOISVERT, Notary Public My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Janet Cate Boisvert, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanelli, DASS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/29/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.



- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services



- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost



of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall

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participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. Wait List Registry

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

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2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals

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who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(cXaXs) and Section 441.710 (aX1X2).

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2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest) over the next twelve (12) months}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,



- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

A handwritten signature in black ink, appearing to be "SJP".

5/21/12



- 2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.12.9. Contractors Request for Extension of Financial Filing Deadlines.
- 2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:
- 2.12.9.1.1. Requests shall be made in writing;
 - 2.12.9.1.2. Requests shall be sent to the director or designee;
 - 2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.12.9.1.4. Requests shall include the following:
 - 2.12.9.1.4.1. Contact information;
 - 2.12.9.1.4.2. Reason for requesting the extension; and
 - 2.12.9.1.4.3. New requested deadline.
- 2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region VI defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

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5/21/14



4. Family Centered Early Supports and Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

- 4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis

530

- 4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.
- 4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.
- 4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.
- 4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:
- 4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and
- 4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.
- 4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.
- 4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:
- 4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.

SBF
Date 5/21/19



- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

BL
Date 5/11/18



- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
 - 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
 - 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
 - 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
 - 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
 - 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.



- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
429	16	236	177	21,377

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."



- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 30 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 838 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 6 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 24 individuals with developmental disabilities.

ABP
Date 5/1/10



- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$2,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a



specific certification that support the mission of the community developmental services system.

- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

Exhibit A-2 Area Agency of Greater Nashua, Inc.

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	90	172894
Community Participation Services			
	Day	234	384272
	SEP	292	570772
In Home Support Services			
	In Home Supports	84	1008
Residences Which May Also Provide Community Participation Services			
	Day	49	231110
	Residential	48	16957
Residential Services			
	Residential	177	62885
Services to Persons With Acquired Brain Disorders			
	Day	5	22970
	Residential	21	7919
	Consolidated Services	11	132
Participant Directed and Managed Services			
	Consolidated Services	213	2554



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$139,697.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

5. Payment for Part C Supplemental Services funding for children who have Autism

- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports

- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Continuing Education Assistance

- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder: at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

[Signature]
5/21/18



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

ABP
5/21/18



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/21/18
Date

Sandra B. Pelletier
Name: Sandra Pelletier
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/21/18
Date

Sandra B. Pelletier
Name: Sandra Pelletier
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

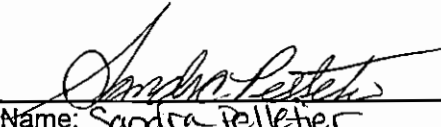
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/21/18
Date


Name: Sandra Pelletier
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/21/18
Date


Name: Sandra Teleher
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials

ST
Date 5/21/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/21/18
Date

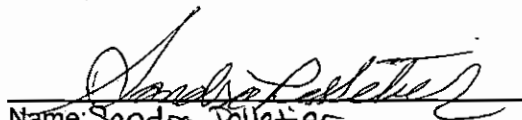

Name: Sandra Pelletier
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Christine Santanelli
Name of Authorized Representative

Director, DLTSP
Title of Authorized Representative

5/23/18
Date

Area Agency of Greater Nashua, Inc.
DBA Gateways Community Services
Name of the Contractor

[Signature]
Signature of Authorized Representative

Sandra Pelletier
Name of Authorized Representative

President/CEO
Title of Authorized Representative

5/21/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

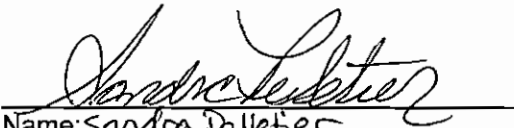
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/21/18
Date


Name: Sandra Pelletier
Title: President CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 193539343
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO

☒ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO

☒ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

[Handwritten Signature]
5/21/18



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire

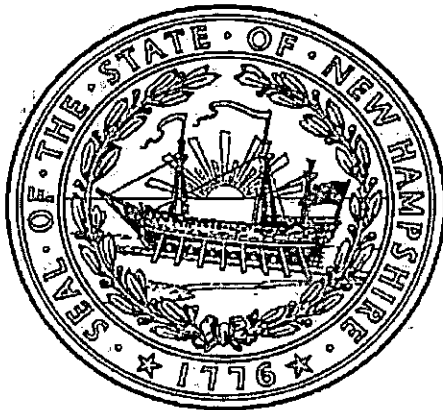
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74294

Certificate Number : 0004091423



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Mark M. Thornton, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Area Agency of Greater Nashua, Inc. D.B.A. Gateways Community Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of

the Agency duly held on March 28, 2018 :
(Date)

RESOLVED: That the President/CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21 day of May, 2018.
(Date Contract Signed)

4. Sandra Pelletier is the duly elected President/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mark M. Thornton
(Signature of the Elected Officer)

STATE OF NH
County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of May, 2018.

By Sandra Pelletier
(Name of Elected Officer of the Agency)

Janet Cate Boisvert
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JANET CATE BOISVERT, Notary Public
My Commission Expires June 19, 2018

Commission Expires: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME:	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Company	NAIC # 23850
	INSURER B: AIM Mutual Insurance Company	33758
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1602722	01/23/2018	01/23/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPI/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1603292	01/23/2018	01/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB570640	01/23/2018	01/23/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC600400028612017	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK1602722	01/23/2018	01/23/2019	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate covers all operations usual and customary to the business of the insured.

CERTIFICATE HOLDER

CANCELLATION

DHHS/BEAS
129 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

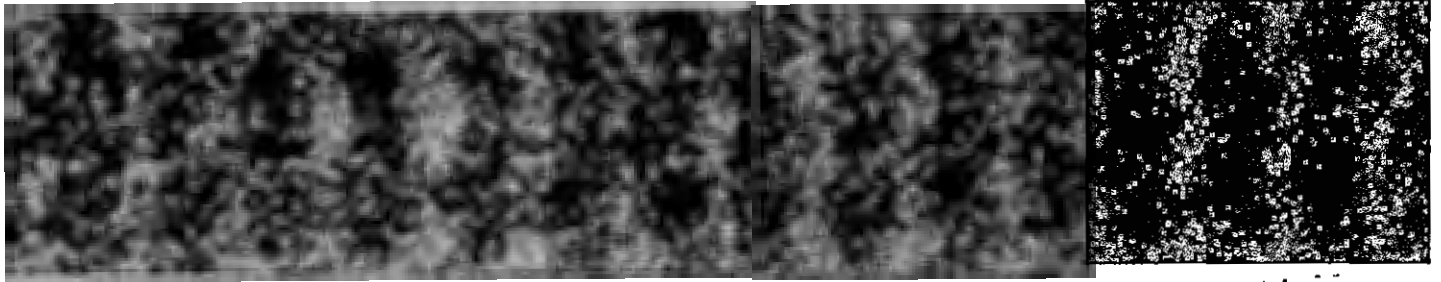
AUTHORIZED REPRESENTATIVE

Sen Hot



Mission

Gateways Community Services believes that all people are of great value and strives to be innovative when providing quality supports needed for individuals to lead meaningful lives in their community.



CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP); this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. GAAP.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 25, 2017

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Financial Position

June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Current assets		
Cash	\$ 1,391,317	\$ 1,320,957
Client accounts	491,309	477,809
Accounts receivable, net of allowance for doubtful accounts of \$82,722 and \$43,784 in 2017 and 2016, respectively	5,915,359	5,403,268
Prepaid expenses and other current assets	<u>140,626</u>	<u>155,414</u>
Total current assets	7,938,611	7,357,448
Property and equipment, net	2,447,245	2,578,755
Deposits	54,700	78,557
Beneficial interest in a perpetual trust	<u>35,797</u>	<u>31,776</u>
Total assets	<u>\$ 10,476,353</u>	<u>\$ 10,046,536</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 464,182	\$ 63,221
Accounts payable	2,200,407	2,326,049
Accrued expenses and other current liabilities	1,032,357	723,567
Deferred revenue	1,559,464	1,456,342
Client accounts	<u>491,309</u>	<u>477,809</u>
Total current liabilities	5,747,719	5,046,988
Long-term debt, net of current portion	<u>208,091</u>	<u>669,105</u>
Total liabilities	<u>5,955,810</u>	<u>5,716,093</u>
Net assets		
Unrestricted	4,466,568	4,306,772
Temporarily restricted	<u>53,975</u>	<u>23,671</u>
Total net assets	<u>4,520,543</u>	<u>4,330,443</u>
Total liabilities and net assets	<u>\$ 10,476,353</u>	<u>\$ 10,046,536</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Activities

**For the Year Ended June 30, 2017
(With Comparative Totals for the Year Ended June 30, 2016)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Revenue and support				
Medicaid	\$ 40,192,850	\$ -	\$ 40,192,850	\$ 38,399,302
New Hampshire Department of Developmental Services	864,413	-	864,413	1,057,089
Veterans individual program service	2,954,678	-	2,954,678	1,982,244
Contributions and grants	1,001,288	-	1,001,288	1,075,368
Client fees	173,960	-	173,960	160,115
Adult day service program	206,426	-	206,426	210,135
Rental income	38,460	-	38,460	38,460
Other revenues	378,201	-	378,201	325,119
The PLUS Company, Inc. services	131,988	-	131,988	131,996
United Way	14,829	-	14,829	14,489
Third party insurance	1,022,611	-	1,022,611	827,797
Production sales and service	139,346	-	139,346	171,350
Net assets released from restrictions	<u>(30,304)</u>	<u>30,304</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>47,088,746</u>	<u>30,304</u>	<u>47,119,050</u>	<u>44,393,464</u>
Operating expenses				
Program services				
Adult services	36,210,707	-	36,210,707	34,775,015
Children services	3,723,900	-	3,723,900	3,475,254
Elder services	<u>4,377,235</u>	<u>-</u>	<u>4,377,235</u>	<u>3,552,947</u>
Total program services	<u>44,311,842</u>	<u>-</u>	<u>44,311,842</u>	<u>41,803,216</u>
Supporting services				
General management	2,521,771	-	2,521,771	2,333,377
Fundraising	<u>95,337</u>	<u>-</u>	<u>95,337</u>	<u>106,658</u>
Total supporting services	<u>2,617,108</u>	<u>-</u>	<u>2,617,108</u>	<u>2,440,035</u>
Total operating expenses	<u>46,928,950</u>	<u>-</u>	<u>46,928,950</u>	<u>44,243,251</u>
Change in net assets	159,796	30,304	190,100	150,213
Net assets, beginning of year	<u>4,306,772</u>	<u>23,671</u>	<u>4,330,443</u>	<u>4,180,230</u>
Net assets, end of year	<u>\$ 4,466,568</u>	<u>\$ 53,975</u>	<u>\$ 4,520,543</u>	<u>\$ 4,330,443</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Activities

Year Ended June 30, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenue and support			
Medicaid	\$ 38,399,302	\$ -	\$ 38,399,302
New Hampshire Department of Developmental Service	1,057,089	-	1,057,089
Veterans individual service program	1,982,244	-	1,982,244
Contributions and grants	1,054,768	20,600	1,075,368
Client fees	160,115	-	160,115
Adult day service program	210,135	-	210,135
Rental income	38,460	-	38,460
Other revenues	325,119	-	325,119
The PLUS Company, Inc. services	131,996	-	131,996
United Way	14,489	-	14,489
Third party insurance	827,797	-	827,797
Production sales and service	171,350	-	171,350
Net assets released from restrictions	<u>20,481</u>	<u>(20,481)</u>	<u>-</u>
Total revenue and support	<u>44,393,345</u>	<u>119</u>	<u>44,393,464</u>
Operating expenses			
Program services			
Adult services	34,775,015	-	34,775,015
Children services	3,475,254	-	3,475,254
Elder services	<u>3,552,947</u>	<u>-</u>	<u>3,552,947</u>
Total program services	<u>41,803,216</u>	<u>-</u>	<u>41,803,216</u>
Supporting services			
General management	2,333,377	-	2,333,377
Fundraising	<u>106,658</u>	<u>-</u>	<u>106,658</u>
Total supporting services	<u>2,440,035</u>	<u>-</u>	<u>2,440,035</u>
Total operating expenses	<u>44,243,251</u>	<u>-</u>	<u>44,243,251</u>
Change in net assets	150,094	119	150,213
Net assets, beginning of year	<u>4,156,678</u>	<u>23,552</u>	<u>4,180,230</u>
Net assets, end of year	<u>\$ 4,306,772</u>	<u>\$ 23,671</u>	<u>\$ 4,330,443</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2017

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency Revenues</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Services</u>
Medicaid	\$ -	\$ -	\$ 37,707,598	\$ 1,962,899	\$ 522,355	\$ 40,192,850	\$ -	\$ -	\$ 40,192,850
New Hampshire Department of Developmental Services	-	-	166,554	697,859	-	864,413	-	-	864,413
Veterans individual service program	-	-	-	-	2,954,678	2,954,678	-	-	2,954,678
Contributions and grants	-	53,050	18,693	107,133	822,412	1,001,288	-	-	1,001,288
Client fees	-	-	173,960	-	-	173,960	-	-	173,960
Adult day service program	-	-	-	-	206,426	206,426	-	-	206,426
Rental income	-	-	38,460	-	-	38,460	390,588	(390,566)	38,460
Other revenues	2,570	4,250	181,433	143,737	46,123	378,113	88	-	378,201
The PLUS Company, Inc. service	130,556	9	1,303	-	120	131,988	-	-	131,988
United Way	-	-	2,032	-	12,797	14,829	-	-	14,829
Third party insurance	-	-	-	1,022,611	-	1,022,611	-	-	1,022,611
Production sales and service	22,435	-	50,833	65,375	703	139,346	-	-	139,346
Management fees	-	-	77,154	-	-	77,154	-	(77,154)	-
Total revenue and support	\$ 155,561	\$ 57,309	\$ 38,418,018	\$ 3,999,614	\$ 4,565,614	\$ 47,196,116	\$ 390,676	\$ (467,742)	\$ 47,119,050

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2016

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ -	\$ 35,780,968	\$ 2,027,387	\$ 590,947	\$ 38,399,302	\$ -	\$ -	\$ 38,399,302
New Hampshire Department of Developmental Services	-	-	309,160	747,929	-	1,057,089	-	-	1,057,089
Veterans individual service program	-	-	-	-	1,982,244	1,982,244	-	-	1,982,244
Contributions and grants	-	37,583	21,513	118,492	897,780	1,075,368	-	-	1,075,368
Client fees	-	-	160,115	-	-	160,115	-	-	160,115
Adult day service program	-	-	-	-	210,135	210,135	-	-	210,135
Rental income	-	-	38,460	-	-	38,460	338,188	(338,188)	38,460
Other revenues	717	-	183,773	89,370	51,199	325,059	60	-	325,119
The PLUS Company, Inc. services	125,028	11	1,314	5,582	81	131,996	-	-	131,996
United Way	-	-	1,795	-	12,694	14,489	-	-	14,489
Third party insurance	-	-	-	827,797	-	827,797	-	-	827,797
Production sales and service	48,528	-	41,604	81,218	-	171,350	-	-	171,350
Management fees	-	-	77,106	-	-	77,106	-	(77,106)	-
Total revenue and support	\$ 174,273	\$ 37,594	\$ 36,615,808	\$ 3,897,755	\$ 3,745,080	\$ 44,470,510	\$ 338,248	\$ (415,294)	\$ 44,393,464

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2017

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Area Agency Expenses</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total Program Expenses</u>
Payroll and related expenses									
Salaries and wages	\$ 1,313,098	\$ 25,490	\$ 3,149,642	\$ 2,174,321	\$ 2,574,717	\$ 9,237,268	\$ -	\$ -	\$ 9,237,268
Contract staff	86,012	3	18,808	114	37	104,974	-	-	104,974
Employee benefits	353,003	6,338	608,661	399,893	155,552	1,523,447	-	-	1,523,447
Payroll taxes	92,660	1,935	235,189	164,339	196,590	690,713	-	-	690,713
Total payroll and related expenses	<u>1,844,773</u>	<u>33,766</u>	<u>4,012,300</u>	<u>2,738,667</u>	<u>2,926,896</u>	<u>11,556,402</u>	<u>-</u>	<u>-</u>	<u>11,556,402</u>
Other expenses									
Client treatment services	2,243	-	3,313,377	667,429	825,963	4,809,012	-	-	4,809,012
Professional fees	428,011	2,045	535,181	72,108	467,996	1,505,341	6,852	(6,852)	1,505,341
Staff development and training	32,423	5,167	66,780	15,503	2,162	122,025	-	-	122,025
Rent and mortgage interest	101,728	809	351,630	55,106	10,570	519,843	26,674	(390,688)	155,929
Other occupancy costs	-	-	-	-	-	-	36,862	-	36,862
Utilities	4,232	196	27,827	8,599	2,559	43,413	1,168	-	44,681
Repair and maintenance	7,000	323	98,806	15,759	4,628	126,516	191,882	(70,302)	248,096
Office, building and household	38,161	511	40,404	18,470	9,702	107,248	1,244	-	108,492
Equipment rental	17,408	253	35,967	10,469	5,339	69,436	-	-	69,436
Advertising	4,809	7,512	2,847	1,962	254	17,374	-	-	17,374
Communications	6,405	112	23,840	6,641	5,100	41,098	192	-	41,290
Transportation	6,208	1,063	164,286	33,478	13,015	218,040	2,916	-	220,956
Insurance	17,606	188	26,655	7,646	2,848	54,943	15,370	-	70,313
Other	9,192	43,338	69,011	51,891	101,811	275,243	589	-	275,832
Subcontractor	-	-	27,454,379	17,110	-	27,471,489	-	-	27,471,489
Total other expenses	<u>675,426</u>	<u>61,497</u>	<u>32,210,990</u>	<u>981,161</u>	<u>1,451,947</u>	<u>35,381,021</u>	<u>283,749</u>	<u>(467,742)</u>	<u>35,197,028</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	<u>2,520,199</u>	<u>95,263</u>	<u>36,223,290</u>	<u>3,719,828</u>	<u>4,378,843</u>	<u>46,937,423</u>	<u>283,749</u>	<u>(467,742)</u>	<u>46,753,430</u>
Depreciation	4,360	202	28,957	8,224	2,636	44,379	131,141	-	175,520
Area Agency Properties expense allocation	21,881	1,000	326,102	32,589	33,318	414,890	(414,890)	-	-
Elimination allocation	<u>(24,669)</u>	<u>(1,128)</u>	<u>(367,642)</u>	<u>(36,741)</u>	<u>(37,562)</u>	<u>(467,742)</u>	<u>-</u>	<u>467,742</u>	<u>-</u>
Total operating expenses	<u>\$ 2,521,771</u>	<u>\$ 95,337</u>	<u>\$ 36,210,707</u>	<u>\$ 3,723,900</u>	<u>\$ 4,377,235</u>	<u>\$ 46,928,950</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,928,950</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2016

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
Payroll and related expenses									
Salaries and wages	\$ 1,222,203	\$ 37,142	\$ 3,068,912	\$ 1,942,051	\$ 1,813,111	\$ 8,083,419	\$ -	\$ -	\$ 8,083,419
Contract staff	82,830	1	11,195	23	5	94,054	-	-	94,054
Employee benefits	347,961	8,830	577,370	359,236	139,065	1,432,462	-	-	1,432,462
Payroll taxes	89,554	2,823	228,938	146,070	137,623	605,008	-	-	605,008
Total payroll and related expenses	<u>1,742,548</u>	<u>48,796</u>	<u>3,886,415</u>	<u>2,447,380</u>	<u>2,089,804</u>	<u>10,214,943</u>	<u>-</u>	<u>-</u>	<u>10,214,943</u>
Other expenses									
Client treatment services	-	36	3,249,841	690,462	919,931	4,860,270	-	-	4,860,270
Professional fees	363,546	3,347	512,295	78,622	415,458	1,373,268	6,804	(6,804)	1,373,268
Staff development and training	20,345	4,578	125,151	23,663	2,694	176,431	-	-	176,431
Rent and mortgage interest	21,552	978	361,528	31,562	88,990	504,610	30,560	(388,188)	146,982
Other occupancy costs	-	-	-	-	-	-	32,945	-	32,945
Utilities	4,701	213	25,446	6,884	1,569	38,813	911	-	39,724
Repairs and maintenance	4,225	237	70,441	7,851	1,744	84,298	175,545	(70,302)	189,541
Office, building and household	50,868	1,095	39,789	17,238	7,139	116,129	1,734	-	117,863
Equipment rental	19,251	296	35,320	9,739	4,149	68,755	-	-	68,755
Advertising	1,347	9,386	9,650	2,217	736	23,336	-	-	23,336
Communications	6,621	233	24,644	5,612	4,584	41,694	369	-	42,063
Transportation	-	1,123	182,546	49,467	10,252	243,388	4,316	-	247,704
Insurance	15,668	137	16,304	4,411	1,384	37,904	14,447	-	52,351
Other	84,583	36,035	123,254	80,812	7,755	332,539	73	-	332,612
Subcontractor	-	-	26,128,613	8,721	-	26,137,334	-	-	26,137,334
Total other expenses	<u>592,707</u>	<u>57,694</u>	<u>30,904,822</u>	<u>1,017,161</u>	<u>1,466,385</u>	<u>34,038,769</u>	<u>267,704</u>	<u>(465,294)</u>	<u>33,841,179</u>
Total operating expenses before depreciation and Area Agency Properties and elimination allocations	<u>2,335,255</u>	<u>106,490</u>	<u>34,791,237</u>	<u>3,464,541</u>	<u>3,556,189</u>	<u>44,253,712</u>	<u>267,704</u>	<u>(465,294)</u>	<u>44,056,122</u>
Depreciation	2,007	345	41,515	16,474	2,543	62,884	124,245	-	187,129
Area Agency Properties expense allocation	20,763	946	308,536	30,786	30,918	391,949	(391,949)	-	-
Elimination allocation	<u>(24,648)</u>	<u>(1,123)</u>	<u>(366,273)</u>	<u>(36,547)</u>	<u>(36,703)</u>	<u>(465,294)</u>	<u>-</u>	<u>485,294</u>	<u>-</u>
Total operating expenses	<u>\$ 2,333,377</u>	<u>\$ 106,658</u>	<u>\$34,775,015</u>	<u>\$ 3,475,254</u>	<u>\$3,552,947</u>	<u>\$ 44,243,251</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 44,243,251</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 46,703,956	\$ 43,176,891
Cash paid to suppliers and employees	(46,528,304)	(44,395,090)
Interest received	2,104	1,409
Interest paid	<u>(26,674)</u>	<u>(35,869)</u>
Net cash provided (used) by operating activities	<u>151,082</u>	<u>(1,252,659)</u>
Cash flows from investing activities		
Change in deposits	23,857	-
Proceeds from disposition of property and equipment	-	31,700
Acquisition of property and equipment	<u>(44,526)</u>	<u>(351,081)</u>
Net cash used by investing activities	<u>(20,669)</u>	<u>(319,381)</u>
Cash flows from by financing activities		
Payments on long-term debt	<u>(60,053)</u>	<u>(57,858)</u>
Net increase (decrease) in cash	70,360	(1,629,898)
Cash, beginning of year	<u>1,320,957</u>	<u>2,950,855</u>
Cash, end of year	<u>\$ 1,391,317</u>	<u>\$ 1,320,957</u>
Reconciliation of change in net assets to net cash provided (used) by operating activities		
Change in net assets	\$ 190,100	\$ 150,213
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	175,520	187,129
Loss on disposal of property and equipment	516	-
Change in beneficial interest in a perpetual trust	(4,021)	1,270
Change in assets and liabilities		
Increase in accounts receivable	(512,091)	(1,080,976)
Decrease in prepaid expenses and other current assets	14,788	1,739
Decrease in accounts payable	(125,642)	(613,190)
Increase in accrued expenses and other current liabilities	308,790	225,912
Increase (decrease) in deferred revenue	<u>103,122</u>	<u>(124,756)</u>
Net cash provided (used) by operating activities	<u>\$ 151,082</u>	<u>\$ (1,252,659)</u>

The accompanying notes are an integral part of these consolidated financial statements.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

Nature of Activities

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2017 and 2016, the Organization had no permanently restricted net assets.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Income Taxes

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$82,722 and \$43,784 was recognized at June 30, 2017 and 2016, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture	5-10 years

Deferred Revenue

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2017, which is the date that the consolidated financial statements were available to be issued.

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land and improvements	\$ 604,520	\$ 604,520
Building improvements	3,506,745	3,464,880
Vehicles	14,452	14,452
Equipment and furniture	<u>496,932</u>	<u>510,648</u>
	4,622,649	4,594,500
Less accumulated depreciation	<u>(2,175,404)</u>	<u>(2,015,745)</u>
	<u>\$ 2,447,245</u>	<u>\$ 2,578,755</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

3. Line of Credit

Gateways has available an unsecured line of credit, with maximum borrowing of \$2,000,000. Interest is due monthly at the lender's base rate. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (4.25% at June 30, 2017). The Organization had no outstanding balance at June 30, 2017 and 2016. The line of credit is due for renewal on February 28, 2018.

4. Long-Term Debt

Long-term debt consisted of the following:

	<u>2017</u>	<u>2016</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.35%, through May 2018 at which time a balloon payment for the balance will be due; collateralized by real estate.	\$ 422,644	\$ 442,299
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	121,556	145,157
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>128,073</u>	<u>144,870</u>
	672,273	732,326
Less current portion	<u>(464,182)</u>	<u>(63,221)</u>
Long-term debt, net of current portion	<u>\$ 208,091</u>	<u>\$ 669,105</u>

Annual principal payments for the next five fiscal years are as follows:

2018	\$ 464,182
2019	44,050
2020	45,884
2021	47,794
2022	38,915

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2017.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

5. Concentration of Credit Risk

For the years ended June 30, 2017 and 2016, 85% and 86%, respectively, of revenue and support of the Organization was derived through contracts with the State of New Hampshire's Medicaid program. As of June 30, 2017 and 2016, accounts receivable due from the State of New Hampshire's Medicaid Program was 50% and 63%, respectively.

6. Affiliate

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. As of June 30, 2017 and 2016, Gateways provided approximately 70% of revenues generated by PLUS, making PLUS financially dependent on the Organization.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2017 and 2016, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence remains. As such consolidation in 2017 and 2016 is allowed but not required. The Organization's general purpose consolidated financial statements include the accounts of PLUS because it was deemed to provide a more meaningful presentation.

The following is summarized financial data of PLUS:

	<u>2017</u>	<u>2016</u>
Total assets	<u>\$ 3,910,079</u>	<u>\$ 3,823,669</u>
Total liabilities	<u>\$ 2,244,404</u>	<u>\$ 2,275,357</u>
Total net assets	<u>1,665,675</u>	<u>1,548,312</u>
Total liabilities and net assets	<u>\$ 3,910,079</u>	<u>\$ 3,823,669</u>
Total revenue and support	<u>\$12,463,289</u>	<u>\$12,027,197</u>
Total operating expenses	<u>12,345,926</u>	<u>11,987,192</u>
Change in net assets	<u>\$ 117,363</u>	<u>\$ 40,005</u>
Due to PLUS included in accounts payable	<u>\$ 546,003</u>	<u>\$ 496,154</u>
PLUS services support included in subcontractor expense	<u>\$ 8,811,685</u>	<u>\$ 8,450,686</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

7. Retirement Plan

The Organization maintains a qualified 403(b) retirement plan (the Plan) which covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. The matching contributions charged to operations for the Plan were \$154,382 and \$63,763 for 2017 and 2016, respectively.

8. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling their mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$505,000 at June 30, 2017 and \$447,000 at June 30, 2016.

The Organization is also a beneficiary of an agency endowment fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2017 and 2016, the estimated value of the future distributions from the agency fund in the amount of \$35,797 and \$31,776, respectively, is included in the consolidated statements of financial position as beneficial interest in perpetual trust.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in 2017 and 2016.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES
AND AREA AGENCY PROPERTIES, INC.**

Notes to the Consolidated Financial Statements

June 30, 2017 and 2016

9. Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of appreciation of \$4,021 and depreciation of \$1,270 for the years ended June 30, 2017 and 2016, respectively.

**GATEWAYS COMMUNITY SERVICES
BOARD OF DIRECTORS**

Updated February 28, 2018

**Edgar R. Carter – Chair
Helen Honorow – Vice Chair
Mark Thornton* – Secretary
Joe Gamache* – Treasurer**

**Bob Corcoran*
Jim McKenna
Rich Pietravalle*
Lou Primmer*
Marc Sadowsky
Leah Brokhoff
Peggy Gilmour
Tim McMahon*
Lauren Primmer*
Lisa Scheib
Parker Thornton*
Kim Craffey
Jim Moran*
Sharron Rowlett-Moore**

**indicates consumer*

SANDRA B. PELLETIER

Gateways Community Services | 144 Canal Street, Nashua, NH 03064 | 603-882-6333
spelletier@gatewayscs.org | www.gatewayscs.org

PROFESSIONAL SUMMARY

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

EDUCATION

Leadership New Hampshire Certificate Intensive 10-month statewide leadership development program (seminar format)	1994
Antioch College Management Institute, Keene, NH Certificate Management of Non-Profit Agencies	1983
University of New Hampshire, Durham, NH M.Ed.	1979
University of Maine, Orono, ME B.A. Summa cum Laude, Phi Beta Kappa	1977

PERSONAL AWARDS

25 Extraordinary Women – The Telegraph, Nashua, NH	2013
Easter Seals Special Achievement in the area of developmental services	2003
“Citizen of the Year” designate, The PLUS Company, Nashua, NH	2001
Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club	1991
Recipient, “Distinguished Service Award in the field of Developmental Disabilities”	1989

CORPORATE AWARDS

Business NH Magazine – 2016 Non-Profit Business of the Year	2016
Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services	2012
By the Center on Human Policy, Syracuse University	
Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the New Hampshire Charitable Foundation – The Corporate Fund	1990

EXPERIENCE

Gateways Community Services, Nashua, NH President/CEO	1983 – Present
Oversees a \$45 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars, and Development dollars	

BOARD MEMBERSHIPS

SHARE Outreach	2015 – Present
New Futures	2015 – Present
Rotary of Nashua West	2002 – Present
The PLUS Company, Nashua, NH	1996 – Present
CSNI, Concord, NH (founding Board Chair)	1995 – Present
Regional Special Education Consortium, Amherst, NH	1992 – 2015
Endowment for Health Foundation – President of the Board	2012 – 2014

TIMOTHY A. LEACH, C.P.A.

CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

SUMMARY OF QUALIFICATIONS

M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.

Expertise and knowledge in financial areas such as:

- | | | |
|-------------------------------------|-----------------------------|---------------------|
| - Certified Public Accountant | - Audits/Internal Controls | - Policy Design |
| - International Operations | - Finance/Fiscal Operations | - Budgeting |
| - Strategic/Organizational Planning | - Revenue Recognition | - Corporate Tax |
| - Foreign Currency Translations | - System Implementation | - Staff Development |
| - Consolidated Financials | - Procurement of Goods | - Asset Management |

SELECTED ACCOMPLISHMENTS

IMPROVED consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

COORDINATED annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

DEVELOPED accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

SUCCESSFULLY implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

TIMOTHY A. LEACH, C.P.A.

PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH

2003 – Present

Chief Financial Officer

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up)

2001 – 2003

Senior Finance Manager

- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

Senior Accountant

- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

1989 – 2000

Accounting Manager

- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH

1988 – 1989

Senior and Staff Accountant

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH

Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach,
Volunteer – Nashua Soup Kitchen

Nzenálu Obiñelo MSW, RSW

Tel:

Email:

PROFESSIONAL PROFILE

Senior Level Director with extensive experience in cross functional team management, strategic planning, multi-sectoral partnership building and change management. Solid analytical skills and problem solving capacity. Excellent interpersonal and communication skills. Dynamic, team oriented community leader and builder.

AREAS OF EXPERTISE

- Communication & Interpersonal Skills
- Healthcare & Operational Management
- Recruitment & Selection
- Teaching & Education
- Management & Delegation
- Strategic & Care Planning
- Leadership & Collaboration
- Budgets & Fund Raising
- Training & Development
- Inter-Professional Practice
- Legislative Review & Compliance

WORK EXPERIENCE

VICE PRESIDENT OF CHILDREN AND FAMILY SERVICES

1999 – PRESENT

Gateways Community Services – Nashua, New Hampshire

Senior Director to multiple programs, which provide services to children and adults who are intellectually disabled and/or have mental health diagnosis: Administer strategic goals throughout these programs and report directly to agency's Chief Executive Officer. Responsibility also includes assignment to Board Committees and Board responsibilities as necessary. Provide leadership to management team of direct reports.

Experience in leading and supporting various program teams and community partnerships, which provide local trainings, consultations and crises planning to assure that services are available to dually diagnosed individuals, their families and staff. Providing leadership to staff who maintain a goal of supporting individuals to live in their community regardless of the level of personal challenge, and regardless of the depth of needs.

Responsibilities include oversight of the following departments:

- Family Support
- In Home Supports and Services
- Adult Custom Services
- Elder Services
- Autism Centre
- Mental Health
- Intake Services
- Early Supports And Services
- Partners In Health

INTENSIVE CASE MANAGER

1997 – 1999

New Alternatives Inc., San Diego California

Coordinated "treatment teams" for youth at risk and their families in the Community-based, Intensive Treatment of Youth (C.I.T.Y.) Program. Conducted strength based assessments with children and their families.

SOCIAL WORKER

1991 – 1997

The Hospital for Sick Children, Toronto, Ontario

Member of multi-disciplinary team in the hematology/oncology program. Provided family and individual therapy to diverse population of pediatric patients and families in need of crisis management support, adjustment counseling and psychotherapy.

Helped patients cope with the long term effects of chronic and terminal illnesses. Completed clinical reports involving psycho-social assessments.

TEACHING EXPERIENCE

FIELD INSTRUCTOR

1994 – 1997

University of Toronto, Toronto, Ontario

Supervised and evaluated students completing Master of Social Work degrees. Provided instruction for conducting psycho-social assessments, individual and group therapy models, communicative skills and report writing.

EDUCATION & PROFESSIONAL TRAINING

LEADERSHIP NEW HAMPSHIRE

2013 – 2014

Graduate

Leadership New Hampshire is one of 14 initiatives proposed in the Governor's Commission on New Hampshire in the 21st Century to identify emerging leaders for key roles in state-wide issues and developing a network of informed leaders.

- Identified to take on leadership role on state-wide issues; and develop a network for effective leadership.
- Interacted and liaised with top state officials, judges, educators, students, corporate leaders and others who receive, deliver or make decisions and policy that affect services across the state.

ONTARIO COLLEGE OF CERTIFIED, REGISTERED SOCIAL WORKERS

1993 – PRESENT

Registered Social Worker (RSW)

Professional designation associated with the practice of social work.

UNIVERSITY OF WINDSOR, WINDSOR, ONTARIO, CANADA

1985 - 1990

Master of Social Work - School of Social Work (1990)

Courses focused on community organization and administration of social service organizations. Thesis involved evaluation of the effectiveness of volunteer sector service delivery mechanisms with respect to home care and hospice.

Bachelor of Social Work - School of Social Work (1989)

Program involved courses in sociology, psychology, social work and the law.

CIVIC ENGAGEMENT, FUNDRAISING, VOLUNTEER WORK

- Board Member, American Civil Liberties Union (ACLU) New Hampshire
- Board Member, Thank You Project, Nashua, New Hampshire
- Nashua High School South, Nashua, New Hampshire
- Avon Walk for Breast Cancer, Boston, Massachusetts
- Susan G. Komen 3 Day, Boston, Massachusetts
- Immaculate Conception Parish, Nashua, New Hampshire
- Mayor's Task Force on Youth – City Hall, Nashua, New Hampshire
- Networks – Department of Child, Youth and Families, Nashua, New Hampshire
- Camp Jumoke, Toronto, Ontario
- Camp Oochigeas, Toronto, Ontario

References Available Upon Request

Kristen L. Henderson

Objective

To continue as an effective human service professional, utilizing my extensive experience in field work, advocacy, and management to positively impact and provide support to individuals, families, staff, and agency within the context of the mission and vision.

Summary of Qualifications

- Proven ability to work independently, with diverse populations and teams; as well as managing crises to reach desired outcome.
- Excellent facilitation and interpersonal skills.
- Committed to effective leadership of and within the team.
- 30 years human services experience.
- Strong critical thinking and problem solving skills.
- Ability to provide resource and referral according to needs of the family in order to positively impact quality of life in accordance with their cultural and personal belief systems; providing tools for maximizing skills and abilities.

Skills/Areas of Expertise

Administrative and Management Skills

- Provide oversight of forensic/"at risk" services for the organization. Serving as liaison with the regional forensic psychologist and other related clinicians.
- Plan transition supports from high school to adult services for students and families.
- Handled all facets of residential procedures to include group home living, adult foster care/enhanced family care placements, initiated and supported community based apartments and family support.
- Prepared and monitored program and individual budgets.
- Understand and embrace the importance of effective interaction with all levels of personnel, families, community members and multi disciplinary teams.
- Organize and coordinate projects including Strategic Planning efforts.

Supervision Skills

- Supervise service coordination department of eighteen service coordinators including independent contractors, forensic service coordination and administrative support.
- Manage client centered teams.
- Assure training requirements were met and relevant trainings were identified and supported.
- Provided staffing and supervision for 24 hour programs.
- Interview, hire, train and mentor new employees.
- Supported and motivated as many as 20 employees and subcontractors.

Communication Skills

- Planned, organized and facilitated client centered team meetings.
- Developed and submitted comprehensive planning tools with a historical component for each client.
- Advocate for clients and employees in and out of the service delivery system.
- Coordinated and Facilitated Human Rights Committee for the region.
- Facilitate Service Coordinator Meetings and specific Redesign Processes.
- Facilitated treatment groups to include Anger Management and Human Sexuality.
- Consulted with teams to include multi disciplinary professionals.
- Acted as liaison to the regional forensic psychologist and other related clinicians.

Case Management

- Support individuals and families to live good quality, meaningful lives.
- Ability to effect change in a positive way by connecting to supports and services based on need.
- Participant on team to interview, hire, train and mentor new service coordinators.
- Handled the challenge of organizing and coordinating projects, as well as being an integral member of the team.
- Advocate for promoting independence and providing informed consent.
- Supported individuals served to be participants in planning and choice making through empowerment.
- Provided first point of department contact to determine intake needs through a deliberate process.
- Connected individuals and families to community resources.

Employment

1996 to Present Gateways Community Services, Nashua, NH
 Senior Director of Adult Services and Service Coordination
 Service Coordination Director, Service Coordination Manager,
 Service Coordination Supervisor, Senior Service Coordinator,
 Forensic Service Coordinator, Transition Service Coordinator

1986 to 1996 The PLUS Company, Inc., Nashua, NH
 Program Coordinator, Direct Support Professional

1990 to Present The PLUS Company, Inc., Nashua, NH
 Home Care Provider Subcontractor

Education

2011 M.S., with high honors, Springfield College, SHS
 Major: Human Services
 Concentration: Organizational Management and Leadership

2009 B.S., with honors, Springfield College, SHS
 Major: Human Services

1984 Nashua High School, Nashua, NH
 HS diploma class of 1984

Training

- START facilitated trainings
- Project Management
- LEAN Principles Overview
- Leadership Series
- Safety Trainings for Field Workers/Home Visitors
- College of Direct Support Eleven Courses
- Bullying in Workplace
- Training of Trainers (Mediation, Facilitation, Sexuality and Relationships, Anger Management)
- Social Role Valorization
- PASSING
- Supporting High Risk Individuals in the Community
- Domestic and Sexual Violence for DD
- ATSA and NHATSA Conferences
- Substance Abuse and TBI
- Management Skills
- Effective Communication
- Managing Through Change
- Leadership of Self-Managing Teams
- Managing Difficult Behavior
- Disaster Preparedness Assessment
- ID/MH Clinical Education Trainings with Project START

Memberships

- Nashua Autism Network
- NH ATSA
- SART (Sexual Assault Resource Team, professional action group)
- Credentialed Human Service Professional
- Pi Gamma Mu, International Honor Society

Volunteer

- City of Nashua Public Health Community Health Survey (2011)
- Camp Allen, resident camp counselor (summer sessions 1996-1998)
- SONH Summer Games/PLUS Co Team (1988-1998)
- Various political campaigns (Clinton, Obama, Lynch, Hoades, Shaheen)

Other relevant trainings and certifications available upon request.

References available and readily furnished upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Area Agency of Greater Nashua, Inc.

Name of Program/Service:

Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Sandra Pelletier, President/CEO	\$183,810	0.00%	\$0.00
Timothy Leach, CFO	\$109,990	0.00%	\$0.00
Nzenalu Obinelo, Vice President of Children & Family Services	\$92,706	0.00%	\$0.00
Kristen Henderson, Senior Director of Service Coordination & Clinical Services	\$80,350	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

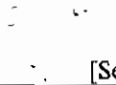
Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc.		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover NH 03820-4375	
1.5 Contractor Phone Number 603-516-9300 ext 9342	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,283,418.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature <i>Kathleen Boisclair</i>		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Strafford</i> On <i>5/22/18</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">  [Seal] </div>		<div style="text-align: center;"> <i>Pamela B. Thyng</i> </div> <div style="text-align: right;"> PAMELA BECKER THYNG, Notary Public State of New Hampshire My Commission Expires April 19, 2022 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Pamela Thyng Grantwriter</i>			
1.14 State Agency Signature <i>Christine Santamello</i>		1.15 Name and Title of State Agency Signatory <i>Christine Santamello, Director DLTS</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>AWR</i> On: <i>5/29/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.



- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services



- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost



of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall



participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. **Wait List Registry**

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.



2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals



who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(cXaXs) and Section 441.710 (aX1X2).



2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{divided by year to date debt service (principal and interest) over the next twelve (12) months.}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{divided by total assets.}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,



- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.



- 2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.12.9. Contractors Request for Extension of Financial Filing Deadlines.
 - 2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:
 - 2.12.9.1.1. Requests shall be made in writing;
 - 2.12.9.1.2. Requests shall be sent to the director or designee;
 - 2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.12.9.1.4. Requests shall include the following:
 - 2.12.9.1.4.1. Contact information;
 - 2.12.9.1.4.2. Reason for requesting the extension; and
 - 2.12.9.1.4.3. New requested deadline.
 - 2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the



State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region IX defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
270

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
 - 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
 - 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
 - 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
 - 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
 - 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.



- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicat ed Families to be Served	Number of Unduplicat ed Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
250	0	104	146	87,637

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in



Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 12 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 475 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."



- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 4 individuals with developmental disabilities.
- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$5,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in



accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.



13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.
- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

14. Council on Youth with Chronic Conditions Support

- 14.1. The Contractor shall provide administrative and financial support for the Council for Youths with Chronic Conditions (CYCC) duties and activities in accordance with New Hampshire Statutes Chapter 126-J: Council for Youths with Chronic Conditions.
- 14.2. The Contractor shall issue payments based on invoices to the individual, vendor, business, or other entity identified and in the amount specified provided and approved by the Council. Payments shall be issued as directed with 30 business days from the date the Contractor receives written notification from authorized Council personnel.
- 14.3. The Contractor shall submit monthly expenditure reports within 30 business days from the end of the prior month to the Council. Reports shall be submitted in a format agreed to by the Council and the Contractor, and shall include as much of the information as is necessary to reconcile the records of the Council with the records of the Contractor.

Exhibit A-2 Behavioral Health & Developmental Services of Strafford County, Inc.

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	30	37520
Community Participation Services			
	Day	160	574555
	SEP	12	15865
In Home Support Services			
	In Home Supports	36	419
Residences Which May Also Provide Community Participation Services			
	Day	34	149922
	Residential	34	8976
Residential Services			
	Residential	94	26949
Services to Persons With Acquired Brain Disorders			
	Day	13	47257
	Residential	22	5931
	Consolidated Services	3	26
Participant Directed and Managed Services			
	Consolidated Services	89	1059



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) #84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$75,873.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



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- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children who have Autism**
- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 7. Payment for Continuing Education Assistance**
- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



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- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**
- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



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outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



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11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

5/22/18
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Contractor Initials K.B.
Date 5/22/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

5/22/18
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

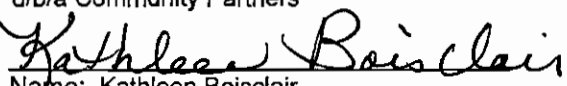
PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/22/18
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name: Kathleen Boisclair
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials K.B.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/22/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/22/18
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials K.B.

Date 5/22/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

5/22/18
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Contractor Initials K.B.
Date 5/22/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials K. B.

Date 5/22/18



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Christine Santaniello
Signature of Authorized Representative

Christine Santaniello
Name of Authorized Representative

Director, DITSS
Title of Authorized Representative

5/23/18
Date

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name of the Contractor

Kathleen Boisclair
Signature of Authorized Representative

Kathleen Boisclair
Name of Authorized Representative

President
Title of Authorized Representative

5/22/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/22/18
Date

Kathleen Boisclair
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 149406691
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

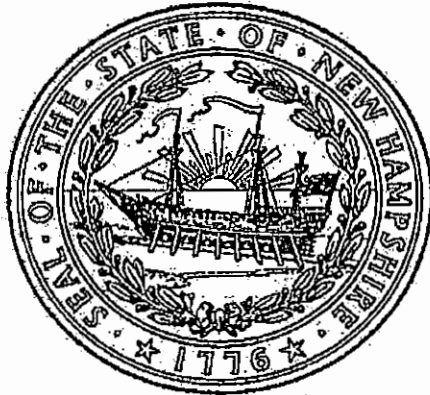
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number : 0004074066



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

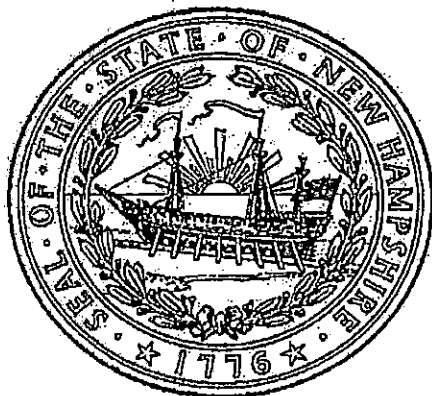
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172

Certificate Number : 0004074061



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ann Landry, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Behavioral Health & Development Services of Strafford County, Inc. d/b/a
Community Partners
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 22, 2018:
(Date)

RESOLVED: That the President Kathleen Boisclair
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
The 22nd day of May 2018.
(Date Contract Signed)

4. Kathleen Boisclair is the duly elected President _____
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.

Ann Landry
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 22 day of May, 2018.

By Ann Landry
(Name of Elected Officer of the Agency)

Pamela B. Thyring
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PAMELA BECKER THYNG, Notary Public
State of New Hampshire
My Commission Expires April 19, 2022

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Renee Skillings PHONE (A/C No, Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL ADDRESS: rskillings@crossagency.com
INSURED Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: AIG Property Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17/18 All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1731094	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1731111	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB605327	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC012883756 States (3a.) NH All Officers Included	11/16/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK1731094	11/1/2017	11/1/2018	Limit \$1,000,000
A	Directors & Officers		PHSD1290178	11/1/2017	11/1/2018	Limit \$5,000,000 Ded: \$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of NH
Dept of Health & Human Services
129 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Guarino/DL3

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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

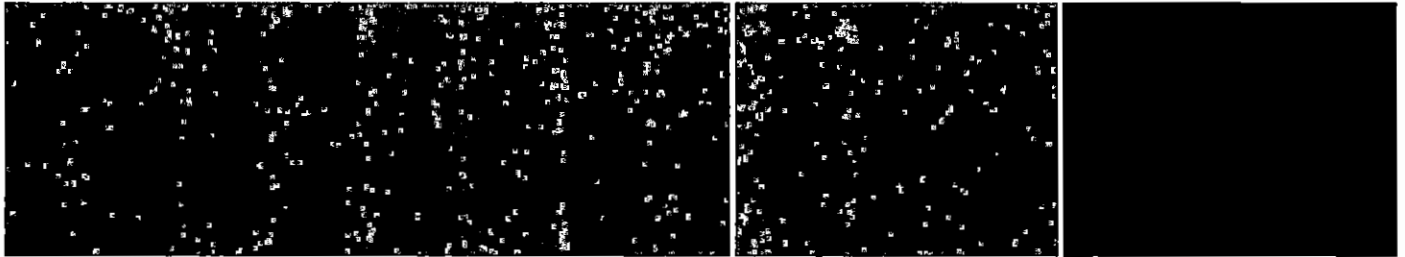
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 24, 2017

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Cash and cash equivalents	\$ 3,476,548	\$ 1,880,722
Restricted cash	99,423	102,657
Accounts receivable, net of allowance for doubtful accounts	1,025,322	1,529,747
Grants receivable	50,341	250,836
Prepaid expenses	360,389	192,015
Property and equipment, net	<u>2,147,443</u>	<u>2,017,475</u>
 Total assets	 <u>\$ 7,159,466</u>	 <u>\$ 5,973,452</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 1,963,800	\$ 2,032,650
Estimated third-party liability	1,311,720	381,472
Loan fund	89,294	89,204
Notes payable	<u>1,083,830</u>	<u>1,129,241</u>
 Total liabilities	 <u>4,448,644</u>	 <u>3,632,567</u>
Net assets		
Unrestricted	2,593,985	2,340,559
Temporarily restricted	<u>116,837</u>	<u>326</u>
 Total net assets	 <u>2,710,822</u>	 <u>2,340,885</u>
 Total liabilities and net assets	 <u>\$ 7,159,466</u>	 <u>\$ 5,973,452</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,324,616	\$ 23,221,683
Medicare revenue	184,278	233,703
Client resources	1,613,918	1,512,323
Contract revenue	1,461,970	1,317,071
Grant income	613,657	729,354
Interest income	46	414
Other program revenue	328,173	145,867
Public support	71,576	115,856
Other revenue	<u>173,780</u>	<u>208,987</u>
Total public support and revenue	27,772,014	27,485,258
Net assets released from restrictions	<u>47,114</u>	<u>26,935</u>
Total public support, revenue, and releases	<u>27,819,128</u>	<u>27,512,193</u>
Expenses		
Program services		
Case management	854,809	872,909
Day programs and community support	3,984,617	4,173,872
Early support services and youth and family	3,290,272	3,212,331
Family support	562,283	575,952
Residential services	4,873,525	5,213,432
Combined residential, day and consolidated services	7,100,007	6,451,472
Adult services	2,241,375	2,705,789
Emergency services	399,991	467,770
Other	<u>1,195,379</u>	<u>940,101</u>
Total program expenses	24,502,258	24,613,628
Supporting services		
General management	<u>3,063,444</u>	<u>2,661,643</u>
Total expenses	<u>27,565,702</u>	<u>27,275,271</u>
Change in unrestricted net assets	<u>253,426</u>	<u>236,922</u>
Changes in temporarily restricted net assets		
United Way allocation	17,251	9,371
Grant income - New Hampshire Department of Transportation	146,374	-
Net assets released from restrictions	<u>(47,114)</u>	<u>(26,935)</u>
Change in temporarily restricted net assets	<u>116,511</u>	<u>(17,564)</u>
Change in net assets	369,937	219,358
Net assets, beginning of year	<u>2,340,885</u>	<u>2,121,527</u>
Net assets, end of year	\$ <u>2,710,822</u>	\$ <u>2,340,885</u>

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DBA COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2017

	Case Management	Out Programs and Community Support	Case Support Services and Youth and Family	Family Support	Residential Services	Continued Case Management and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Municipal revenue	\$ 843,888	\$ 3,783,182	\$ 3,318,586	\$ 354,287	\$ 5,385,350	\$ 7,181,848	\$ 2,830,453	\$ 71,350	\$ 35,402	\$ 23,351,818	\$ -	\$ 23,351,818
Medicaid revenue	-	14,319	-	-	-	-	168,888	-	-	184,216	-	184,216
Medicare revenue	-	30,998	352,258	-	681,223	345,213	172,208	28,313	-	1,648,584	(32,866)	1,615,718
Case management	-	18,791	1,171,112	78,771	4,666	3,122,222	143,861	347,199	-	1,160,858	301,893	1,462,751
Grant income	-	70,182	78,923	28,871	-	1,322	80,292	-	-	1,881,248	48	1,881,396
Interest income	-	-	-	-	-	-	-	-	-	-	-	-
Other program revenue	-	79,207	-	-	-	-	-	-	242,888	325,173	6,000	328,172
Public support	18,559	5,768	2,428	11,815	-	890	500	-	28,194	83,387	7,889	173,782
Other revenue	451	42,538	94	-	23,125	1,847	12,863	35	118,701	187,535	17,241	375,241
Total functional public support and revenue	864,205	4,308,839	4,042,183	388,918	6,071,884	1,538,865	2,894,872	243,701	860,883	27,468,248	305,766	27,774,014
Net assets released from transactions	4,187	-	13,964	-	-	-	-	-	29,823	43,114	-	47,114
Total public support, revenue and releases	868,392	4,308,839	4,056,147	388,918	6,071,884	1,538,865	2,894,872	243,701	890,706	27,511,362	305,766	27,817,128
Expenses												
Salaries and wages	822,219	2,004,025	2,082,460	127,838	603,078	1,705,818	1,482,721	253,590	842,244	8,443,812	1,270,861	11,268,873
Employee benefits	112,475	500,247	478,848	34,098	141,283	184,177	250,707	58,800	211,085	1,538,281	428,110	2,362,871
Payroll taxes	38,914	18,711	19,111	10,281	44,884	128,301	62,178	18,808	83,848	756,638	133,822	890,460
Contractual services	-	-	-	-	-	-	-	-	-	-	-	-
Client treatment services	-	2,119	4,860	-	2,824,360	1,744,782	3,175	-	23,161	4,606,852	15,289	4,622,141
Client supplies	21,873	857	93,862	1,844	13,364	21,361	32,558	-	-	258,689	1,784	280,522
Professional fees and consultants	46,170	96,340	85,473	8,277	21,342	22,688	47,863	-	21,478	221,461	77,851	299,312
Travel	-	35,271	17,372	-	1,018,721	2,851,857	19,111	-	-	4,342,798	-	4,361,909
Food and beverages and lodging	2,564	81,265	85,079	2,017	2,705	28,800	19,111	5,210	6,197	110,717	18,251	128,968
Rent	-	43,768	16,477	1,827	4,168	17,718	21,300	8,460	20,624	133,338	43,633	176,971
Utilities	757	41,473	37,649	5,487	8,519	87,530	4,717	440	16,384	121,821	42,201	164,022
Building maintenance and repairs	2,864	22,080	13,448	2,777	8,178	8,178	9,142	-	18,483	84,873	8,564	100,507
Other occupancy costs	71,141	15,460	15,460	2,777	1,941	1,941	7,491	-	1,155	82,350	47,119	129,469
Building and housing	47	15,460	8,618	770	1,941	8,231	7,491	487	4,443	120,547	8,088	130,635
Client consumables	392	28,538	2,253	6,562	4,708	78,562	8,937	197	1,261	120,547	-	121,808
Medical	3,845	397	491	-	23	-	8,937	88	325	2,122	174	2,296
Equipment maintenance	-	32,343	26,718	-	23	-	8,937	88	325	10,073	18,487	28,560
Telephone and data	28,383	124,081	124,081	1,828	30,165	24,148	18,113	3,281	10,073	268,255	30,340	308,595
Advertising	133	621	609	40	148	224	868	79	2,188	4,824	3,251	8,238
Printing	208	971	4,864	771	131	203	339	71	298	7,644	1,174	8,818
Telephone and communications	12,953	24,440	34,819	2,878	131	203	24,748	2,885	13,564	176,648	31,480	208,128
Transportation	1,232	4,672	4,672	1,171	1,718	1,718	3,080	640	2,824	17,893	6,104	24,007
Travel	13,827	168,541	37,629	3,918	14,413	13,148	3,080	2,400	2,824	40,000	1,015	41,015
Attendance in individual	13,464	25,314	1,873	90,828	2,440	19,222	807	80	25,388	178,317	1,015	180,332
Insurance	9,321	38,180	28,608	2,467	8,153	11,550	22,340	3,648	8,048	129,784	21,707	151,491
Membership dues	132	1,448	1,228	40	385	188	3,452	154	177	7,233	89,153	96,386
Other	28	19,621	4,768	61	2,161	8,271	4,368	818	4,823	26,120	4,864	30,984
Total expenses	654,605	3,884,817	3,780,272	982,283	4,879,875	7,100,607	2,241,275	389,811	1,189,370	24,502,754	5,083,444	29,586,202
Increase (decrease) in unrestricted net assets	\$ 107,883	\$ 352,272	\$ 714,689	\$ 183,367	\$ 1,202,339	\$ 438,858	\$ 712,597	\$ 192,290	\$ 724,530	\$ 3,011,504	\$ 1,292,670	\$ 4,304,174

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DBIA COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2016

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medical revenue	\$ 863,657	\$ 3,770,000	\$ 3,863,020	\$ 218,863	\$ 5,216,876	\$ 6,983,290	\$ 2,394,701	\$ 80,025	\$ 40,443	\$ 25,221,863	\$ -	\$ 23,221,863
Medicaid revenue	-	43,863	(4,120)	-	-	306,642	259,855	(18,600)	-	233,763	-	233,763
Client resources	265,818	26,350	316,336	(697)	699,812	306,642	134,090	28,843	-	1,612,023	300	1,613,323
Contracted revenue	43,502	250,725	303,718	38,365	-	303,635	83,310	103,196	152,079	1,031,168	293,863	1,319,071
Grant revenue	-	20,296	113,546	4,492	-	15,585	8,114	-	687,212	724,354	9,800	1,425,061
Investment	-	-	-	-	-	-	-	-	-	414	-	414
Other program revenue	-	68,695	889	-	8,716	43,758	-	-	300	127,527	16,340	145,667
Public support	13,160	8,322	10,105	41,238	-	-	25	-	37,662	111,563	4,303	115,656
Other revenue	599	21,275	2,325	95	11,157	5,533	20,763	-	127,163	189,414	19,573	205,987
Total functional public support and revenue	104,456	4,297,129	4,410,168	307,441	5,903,521	7,397,433	2,900,717	197,863	875,179	27,153,445	301,813	27,485,258
Net assets released from restrictions	4,800	-	4,371	-	-	-	-	-	17,964	28,095	-	28,935
Total public support, revenue and releases	209,256	4,297,129	4,414,539	307,441	5,903,521	7,397,433	2,900,717	197,863	623,743	27,180,540	301,813	27,512,193
Expenses												
Salaries and wages	539,414	2,224,052	2,156,733	141,021	647,090	1,690,037	1,579,073	326,418	473,723	9,795,435	1,700,706	11,466,141
Employee benefits	129,823	541,750	431,718	47,548	169,840	293,106	346,259	62,068	168,150	2,402,062	294,863	2,693,747
Payroll taxes	38,167	169,338	152,590	10,068	48,012	123,020	109,214	23,217	49,068	725,050	87,571	812,621
Contracted substitute staff	668	7,338	6,290	333	1,219	2,217	8,783	1,120	271	26,359	63,032	89,161
Client treatment services	-	8,654	91,426	21,764	3,171,465	1,399,255	4,779	-	16,825	47,347	1,800	4,837,671
Contracted services	24,525	21,425	21,425	21,425	21,425	21,425	21,425	-	22,341	22,341	1,800	44,186
Professional fees and consultants	52,841	44,662	47,681	10,949	21,869	41,143	50,329	8,378	8,539	259,014	108,440	367,454
Subscriptions	-	480,118	3,416	-	1,043,511	2,429,852	1,591	-	-	3,053,372	-	3,053,372
Rent	1,209	3,416	13,722	2,263	871	9,068	11,023	581	1,079	44,364	33,877	78,341
Utilities	-	64,405	44,107	-	2,450	2,550	69,087	-	16,550	200,059	37,161	237,250
Building maintenance and repairs	2,704	34,246	12,474	2,704	10,053	29,596	10,011	-	17,108	120,389	12,753	133,149
Building occupancy costs	1,984	22,833	18,940	1,940	15,145	27,336	10,128	540	6,081	14,186	12,344	26,530
Office	1,271	1,171	1,171	1,171	1,171	1,171	1,171	-	1,171	1,171	1,171	3,342
Other	1,227	15,429	8,764	875	3,469	6,080	4,863	-	7,533	48,949	51,281	100,227
Building and housing	642	15,439	8,215	226	3,321	7,214	5,567	507	1,273	30,600	11,065	50,668
Client consumables	1,572	24,613	2,970	6,025	10,315	36,067	3,100	94	1,620	108,378	3,046	111,422
Medical	-	283	274	-	2,742	80	330	25	4	3,718	463	4,181
Equipment maintenance	5,431	25,010	23,797	2,623	8,795	16,973	23,255	4,485	5,110	121,439	27,300	148,739
Depreciation	22,843	81,576	52,697	7,843	28,042	50,989	50,139	7,693	3,648	300,078	76,717	376,795
Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Printing	34	239	4,335	11	88	169	161	28	4	2,171	2,171	3,390
Telephone/computer/data	1,818	20,579	24,080	401	14,503	29,374	24,843	1,521	30,673	166,407	26,770	192,917
Postage and shipping	823	3,360	4,338	269	979	1,772	4,005	600	1,723	18,861	3,709	22,690
Transportation	20,146	243,510	42,121	2,760	16,706	139,078	54,813	1,120	7,189	537,233	12,320	539,353
Assurance to beneficiaries	8,917	37,847	600	107,213	-	38,723	-	-	23,684	220,064	621	220,708
Insurance	11,684	54,094	56,031	3,694	14,497	26,031	51,078	7,069	25,004	240,198	34,781	275,079
Membership dues	249	146	2,520	83	34	52	2,325	254	10,255	37,144	642	41,644
Interest	2,600	43,310	3,310	2,600	2,119	4,835	4,835	633	19,456	57,164	1,653	60,450
Other	40	337	159	2,664	19	30	161	31	27,407	40,955	1,307	42,320
Total expenses	872,803	4,173,872	3,312,331	578,692	5,213,132	6,531,472	2,705,788	487,170	940,101	24,613,028	2,681,643	27,278,371
Increases (decreases) in unrestricted net assets	\$ 65,347	\$ 83,297	\$ 1,202,206	\$ 173,311	\$ 620,689	\$ 940,881	\$ 174,928	\$ (770,407)	\$ (47,360)	\$ 2,568,762	\$ (2,379,830)	\$ 238,922

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 369,937	\$ 219,358
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	442,753	382,345
Change in allowance for doubtful accounts	(180,000)	86,100
Grant revenue for capital purchases	(146,374)	-
(Increase) decrease in		
Restricted cash	3,234	17,983
Accounts receivable, trade	684,425	445,504
Grants receivable	200,495	(150,921)
Prepaid expenses	(168,374)	(49,752)
Increase (decrease) in		
Accounts payable and accrued expenses	(35,598)	9,977
Estimated third-party liability	930,248	131,955
Loan fund	<u>90</u>	<u>89</u>
Net cash provided by operating activities	<u>2,100,836</u>	<u>1,092,638</u>
Cash flows from investing activities		
Acquisition of equipment	<u>(459,597)</u>	<u>(111,427)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	321,350	-
Principal payments on long-term borrowings	<u>(366,763)</u>	<u>(187,370)</u>
Net cash used by financing activities	<u>(45,413)</u>	<u>(187,370)</u>
Net increase in cash and cash equivalents	1,595,826	793,841
Cash and cash equivalents, beginning of year	<u>1,880,722</u>	<u>1,086,881</u>
Cash and cash equivalents, end of year	<u>\$ 3,476,548</u>	<u>\$ 1,880,722</u>
Supplemental disclosures		
Acquisition of property and equipment with long-term borrowings	\$ <u> </u>	\$ <u>76,120</u>
Acquisition of property and equipment with accounts payable	\$ <u> </u>	\$ <u>33,252</u>
Noncash transaction - Refinancing of long-term debt	\$ <u> </u>	\$ <u>355,000</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals, and their families, with developmental disabilities and/or mental illness. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2017</u>	<u>2016</u>
Funds received	\$ 25,074	\$ 36,782
Funds disbursed	<u>23,131</u>	<u>31,916</u>
	<u>\$ 1,943</u>	<u>\$ 4,866</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 340,624
Funds disbursed	<u>257,624</u>
	<u>\$ 83,000</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2017 and 2016, the Organization had no permanently restricted net assets.

Contributions

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2017 and 2016.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2017 and 2016, allowances were recorded in the amount of \$371,100 and \$551,100, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	15-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

During 2017, the Organization updated its fixed asset capitalization policy from \$500 to \$2,000.

Estimated Third-Party Liability

The Organization's estimated third-party liability consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Functional Allocation of Expenses

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

2. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2017 and 2016, the Organization held cash totaling \$89,294 and \$89,204, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2017 and 2016, the Organization held cash totaling \$10,129 and \$13,453, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,713,390	1,569,604
Vehicles	912,549	718,116
Equipment and furniture	<u>3,051,825</u>	<u>2,929,831</u>
	7,537,657	7,077,444
Less accumulated depreciation	<u>5,390,214</u>	<u>5,059,969</u>
	<u>\$ 2,147,443</u>	<u>\$ 2,017,475</u>

4. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 5.25% and 4.50% at June 30, 2017 and 2016, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2017 and 2016, there was no outstanding balance on the line of credit.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

5. Notes Payable

Notes payable consisted of the following:

	<u>2017</u>	<u>2016</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	222,513	238,038
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment. Note payable was paid in full during 2017.	-	102,707
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	259,252	368,150
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	154,285	193,554
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	140,053	152,896
Four loans payable to a bank, payable in monthly installments totaling \$1,436, including interest at 4.89%, through April 2021 with one final payment which shall be the unpaid balance at maturity; collateralized by vehicles. The four loans payable were paid in full during 2017.	-	73,896
Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 will be due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	131,350	-
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	<u>176,377</u>	<u>-</u>
	<u>\$ 1,083,830</u>	<u>\$ 1,129,241</u>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

The scheduled maturities of long-term debt are as follows:

2018	\$ 232,815
2019	253,825
2020	171,457
2021	139,355
2022	109,582
Thereafter	<u>176,796</u>
	<u>\$ 1,083,830</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2017 and 2016, temporarily restricted net assets were \$116,837 and \$326, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from March 2018 through June 2022. Total rent expense charged to operations was \$266,914 in 2017 and \$237,250 in 2016.

Future minimum operating lease payments are as follows:

2018	\$ 266,632
2019	105,094
2020	107,316
2021	89,658
2022	<u>72,000</u>
	<u>\$ 640,700</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Self-Insurance

In 2015, the Organization had a self-insured healthcare plan for substantially all of its employees. The Organization obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. During 2016, the Organization terminated its self-insured healthcare plan and reverted back to a fully-funded healthcare plan for its employees. As of June 30, 2016, the Organization maintained an accrual on claims under its self-insured healthcare plan of \$150,000 for claims incurred before the termination of the self-insured healthcare plan but not yet reported. As of June 30, 2017, there were no remaining claims under the policy; therefore, no such accrual has been recorded.

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2017 and 2016, approximately 84% of the public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were as follows:

	<u>2017</u>	<u>2016</u>
Developmental Services	\$ 834,364	\$ 1,097,832
Behavioral Health Services	<u>106,029</u>	<u>312,439</u>
	<u>\$ 940,393</u>	<u>\$ 1,410,271</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expired in September 2016. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2017, the Organization made an additional, one-time, discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2017 were \$223,108. There were no employer discretionary contributions for the year ending June 30, 2016. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP; management has considered transactions or events occurring through October 24, 2017, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2017 and 2016

	2017						2016					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 2,346,426	\$ 1,038,263	\$ 8,857	\$ 83,000	\$ -	\$ 3,476,546	\$ 1,121,076	\$ 669,291	\$ 9,288	\$ 81,057	\$ -	\$ 1,880,722
Restricted cash	99,423	-	-	-	-	99,423	102,657	-	-	-	-	102,657
Accounts receivable, net of allowance for doubtful accounts	852,351	1,199,946	61	-	(1,037,568)	1,025,322	1,152,577	1,358,577	59	-	(981,468)	1,529,747
Grants receivable	12,451	37,890	-	-	-	50,341	21,060	229,776	-	-	-	250,836
Prepaid expenses	166,522	173,867	-	-	-	340,389	82,729	99,286	-	-	-	182,015
Interest in net assets of subsidiaries	81,974	-	-	-	(81,974)	-	81,000	-	-	-	(81,000)	-
Property and equipment, net	<u>1,762,348</u>	<u>386,095</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,148,443</u>	<u>1,578,374</u>	<u>441,101</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,019,475</u>
Total assets	\$ 5,352,027	\$ 2,836,001	\$ 8,918	\$ 83,000	\$ (1,119,540)	\$ 7,189,466	\$ 4,147,473	\$ 2,798,021	\$ 9,357	\$ 81,057	\$ (1,062,468)	\$ 5,873,452
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 2,559,066	\$ 432,354	\$ 9,944	\$ -	\$ (1,037,568)	\$ 1,963,800	\$ 2,509,565	\$ 455,137	\$ 9,414	\$ -	\$ (981,468)	\$ 2,032,650
Refundable advances	1,883,873	227,847	-	-	-	2,111,720	250,274	131,196	-	-	-	381,472
Loan fund	89,294	-	-	-	-	89,294	89,294	-	-	-	-	89,294
Notes payable	<u>829,544</u>	<u>154,288</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,033,832</u>	<u>932,286</u>	<u>192,955</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,125,241</u>
Total liabilities	4,851,777	814,487	9,944	-	(1,037,568)	4,448,644	3,785,329	819,290	9,414	-	(981,468)	3,632,567
Net assets (deficit)												
Unrestricted	\$73,411	2,020,674	(1,028)	83,000	(81,974)	2,593,985	301,818	1,978,741	(57)	81,057	(81,000)	2,340,559
Temporarily restricted	<u>116,837</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>116,837</u>	<u>326</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>326</u>
Total net assets (deficit)	\$90,248	2,020,674	(1,028)	83,000	(81,974)	2,710,822	302,144	1,978,741	(57)	81,057	(81,000)	2,340,885
Total liabilities and net assets (deficit)	\$ 5,352,027	\$ 2,836,001	\$ 8,918	\$ 83,000	\$ (1,119,540)	\$ 7,189,466	\$ 4,147,473	\$ 2,798,021	\$ 9,357	\$ 81,057	\$ (1,062,468)	\$ 5,873,452

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2017 and 2016

	2017						2016					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 17,477,740	\$ 5,846,876	\$ -	\$ -	\$ -	\$ 23,324,616	\$ 16,951,030	\$ 6,270,853	\$ -	\$ -	\$ -	\$ 23,221,883
Medicare revenue	-	184,278	-	-	-	184,278	-	233,703	-	-	-	233,703
Client resources	1,223,082	390,856	-	-	-	1,613,938	1,125,328	388,995	-	-	-	1,512,323
Contract revenue	601,161	860,919	-	-	-	1,462,080	521,758	795,313	-	-	-	1,317,071
Grant income	221,585	391,772	-	-	-	613,357	144,384	584,960	-	-	-	729,344
Interest income	-	48	-	-	-	48	-	414	-	-	-	414
Other program income	328,173	-	-	-	-	328,173	145,867	-	-	-	-	145,867
Public support	40,255	6,247	-	25,074	-	71,676	74,877	4,197	-	36,782	-	115,856
Other revenue	138,712	39,010	100,382	-	(102,245)	175,859	164,810	49,044	112,131	-	(116,888)	208,897
Total public support and revenue	20,028,979	7,719,904	100,382	25,074	(102,245)	27,772,014	19,128,064	8,325,279	112,131	36,782	(116,888)	27,485,258
Net assets released from restrictions	41,358	5,758	-	-	-	47,116	24,922	2,003	-	-	-	26,925
Total public support, revenue and reclassifications	20,070,337	7,725,662	100,382	25,074	(102,245)	27,819,129	19,152,986	8,327,282	112,131	36,782	(116,888)	27,512,183
Expenses												
Program services												
Case management	854,809	-	-	-	-	854,809	872,809	-	-	-	-	872,809
Day programs and community support	3,287,428	697,189	-	-	-	3,984,617	3,478,273	895,599	-	-	-	4,373,872
Early support services and youth and family	916,875	2,374,397	-	-	-	3,291,272	901,916	2,310,415	-	-	-	3,212,331
Family support	562,283	-	-	-	-	562,283	575,952	-	-	-	-	575,952
Residential services	4,873,625	-	-	-	-	4,873,625	5,213,427	5	-	-	-	5,213,432
Combined residential, day and congregate services	7,100,007	-	-	-	-	7,100,007	8,451,472	-	-	-	-	8,451,472
Adult services	192,602	2,048,773	-	-	-	2,241,375	178,214	2,529,575	-	-	-	2,707,789
Emergency services	-	380,991	-	-	-	380,991	-	457,770	-	-	-	457,770
Other	408,108	788,139	101,271	23,131	(101,271)	1,198,378	273,511	834,574	111,574	31,916	(111,574)	840,101
Total program expenses	16,192,838	6,286,489	101,271	23,131	(101,271)	24,502,258	17,843,774	6,837,938	111,574	31,916	(111,574)	24,613,628
Supporting services												
General management	1,888,104	1,397,340	-	-	-	3,285,444	1,211,832	1,449,711	-	-	-	2,661,543
Total expenses	18,080,942	7,683,829	101,271	23,131	(101,271)	27,665,703	19,155,708	8,087,649	111,574	31,916	(111,574)	27,375,271
Change in unrestricted net assets (deficit)	211,593	41,833	(889)	1,943	(874)	253,426	(2,710)	239,633	557	4,866	(5,424)	236,922
Changes in temporarily restricted net assets												
United Way allocation	11,493	5,758	-	-	-	17,251	7,368	2,003	-	-	-	9,371
Grant income	148,374	-	-	-	-	148,374	-	-	-	-	-	-
Net assets released from restrictions	(41,358)	(5,758)	-	-	-	(47,116)	(24,932)	(2,003)	-	-	-	(26,935)
Change in temporarily restricted net assets	118,511	-	-	-	-	118,511	(17,564)	-	-	-	-	(17,564)
Change in net assets (deficit)	328,104	41,833	(889)	1,943	(874)	368,937	(20,274)	239,633	557	4,866	(5,424)	219,359
Net assets (deficit), beginning of year	362,144	1,978,741	(87)	81,057	(81,000)	2,340,885	382,418	1,739,108	(614)	78,191	(78,576)	2,121,527
Net assets (deficit), end of year	\$ 690,248	\$ 2,020,574	\$ (1,026)	\$ 83,000	\$ (81,974)	\$ 2,710,922	\$ 362,144	\$ 1,978,741	\$ (57)	\$ 81,057	\$ (81,000)	\$ 2,340,885



Community Partners BOARD OF DIRECTORS 2018-2019

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kristine Baber (Joined 4/26/13)	John Guy (Joined 07/22/14)
John Lowy (C) (Joined 09/13/99)	Judge Daniel Cappiello (Joined 03/22/14)	Bryant Hardwick (Joined 2/22/11)
Christopher Roundy (Joined 6/26/07)	Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	

Past Board Members:

Matthew Sylvia (former Treasurer) Joined 12/19/2006. Resigned June 30, 2016.

Rev. Sue Frost Joined 01/28/2014. Resigned as of July 7, 2016.

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins

Page 3

1982 - 1985 **Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Kathleen Stocker



Accomplishments

- * Installation of T-1 lines for voice and data telecommunications systems reducing phone costs by 35%
- * Implementation of direct deposit of payroll
- * Directed conversion of computer system to PC network
- * Streamlined accounting departments of 3 divisions saving overhead of \$200 thousand per year
- * Initiated the development of MIS group to improve information flow
- * Designed meaningful cash flow and other financial reporting
- * Converted to a new MIS system resulting in more timely, meaningful financial information
- * Accelerated accounts receivable collection period from 50 days to 40 days
- * Converted payroll to bi-weekly to improve cash flow by \$150 thousand
- * Collapsed insurance package for savings of \$400 thousand per year
- * Combined insurance programs for savings of \$50 thousand per year
- * Presented public offering memorandum to SEC committee
- * Implemented accounts receivable factoring facility of \$3.5 million
- * Raised new capital to refinance four nursing homes for \$17.9 million
- * Effort to identify reimbursable costs resulted in an average Medicaid rate increase of 11%
- * Successful in negotiations with state and federal tax agencies
- * Directed successful audits with CPA firms IRS, Medicaid agents

Business Experience

2000 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2001 – Present
Controller 2000 - 2001

Responsible for directing the overall financial and administrative management of this \$27 million agency, including Human Resources, Facilities, and IT. Also, under contract between Community Partners and Southeastern New Hampshire Services to direct the overall financial management of Southeastern New Hampshire Services, a \$2m substance abuse treatment center.

1993 – 2000 Renaissance Greeting Card, Inc., Sanford, Maine

Controller for a privately held subsidiary of FTD. Renaissance designs, manufactures, and distributes products for the greeting card industry. The nation wide retailer has annual revenues of \$10 million. Report directly to Executive Vice President.

- * Develop a system of financial reporting to advise on performance and to facilitate planning.
- * Evaluate and recommend improvements for MIS system and Operation Process.
- * Establish training and education to strengthen understanding of accounting and systems issues.
- * Direct and coordinate accounting functions required to maintain data integrity and all books of account.
- * Manage the Credit functions to ensure timely processing of orders and the acceleration of collection's efforts.
- * Implement and improve company wide budget process with major focus on sales and inventory.
- * Provide support and focus to teams in developing Marketing Strategy, improving Profitability, and strengthening overall company Structure initiatives.

1990 – 1993 Schirm Associates, Waltham, Massachusetts

CFO of a privately held collective that provides rehabilitation and education services to survivors of head trauma. The fifteen proprietorships offer seven programs in a continuum of care approach to head injury. Located in the New England and Mid Atlantic States with revenues of \$45 million. Managed nineteen accounting, finance, tax, risk management, and administrative professionals. Reported directly to owner.

Schirm Associates continued

- * Coordinated all the planning, development, and implementation of the necessary accounting functions required to close, monitor, and analyze the books of account.
- * Reviewed and managed all risk management functions.
- * Planned and organized all fiscal year end requirements including audits, reporting, and taxes.
- * Supported and led team in preparation of information for presentation to the institutional lending markets.
- * Key member of task force to develop public offering memorandum.
- * Assisted work-out group in reorganization of companies

1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire

Controller of a privately held company that develops, owns, and operates retirement communities. Clipper Home Affiliates is one of the largest providers of long-term care services in the state of New Hampshire. The companies are comprised of eight operating corporations, eight related partnerships and an affiliated management company with total assets of approximately \$35 million. Supervised twelve accounting and administrative professionals. Reported to the Chief Financial Officer.

- * Performed all the necessary accounting functions to close and monitor the books of account, general ledger, and asset records. Prepared and revised financial statements.
- * Managed the accountability of construction records for new facilities.
- * Implemented a reporting system to review performance and facilitate planning
- * Developed operational budgets and pricing.
- * Supported a task force in developing a presentation to the institutional lending market.
- * Worked with other finance and MIS professionals to evaluate the existing computer system.
- * Prepared Cost filings for the State to determine the reimbursement rate for the Medicaid recipients. Maintained the company's insurance and risk management programs. Planned, coordinated, and administered the year end audits by State and Federal agencies. Calculated cash requirements and developed cash flow reporting. Administered all outstanding debt. Solicited and evaluated proposals for a centralized cash management system.

1977 – 1988 Spaulding Composites, Rochester, New Hampshire

Spaulding Composites, Inc. is a privately held manufacturer of specialty insulating materials and fabricated component for electronics, housing and automotive industries with gross sales of approximately \$100 million.

Controller of three of eight Spaulding Divisions 1983 – 1988. Supervised six accounting professionals. Reported to the Vice President of Operations and Vice President of Finance.

- * Planned, managed, and performed all the necessary accounting functions including closing and analyzing the books of account, reconciliation of inter-company transactions, maintenance of the general ledger monthly reporting, financial statement preparation and analysis.
- * Monitored standard cost system geared toward cost containment and control.
- * Established and administered policies and procedures.
- * Prepared revenues and cost evaluation surveys of the manufacturing processes for Federal agencies.
- * Prepared and monitored budgets with annual sales of \$50 million.
- * Trained staff in the conversion of a manual system to a computerized accounting and reporting system.

Assistant Controller 1977-1982 Supervised staff of five accounting professionals and MIS staff of three.

- * Supervised all the day to day accounting functions including accounts receivable, accounts payable, payroll and standard costing of \$3 million inventory.
- * Member of corporate wide task force to reduce accounts receivable and improve collections.
- * Planned, analyzed and reported on special projects geared toward improvement of bottom line profits.
- * Monitored the ongoing conversion of accounting integrity of a newly implemented decentralized accounting and reporting system.
- * Designed and implemented a system to fully automate a labor cost control method.

Education

M.B.A., Management, 1980, New Hampshire College
B.S., Accounting, 1977, New Hampshire College

Pamela S. Dushan

EDUCATION

M.A. - Counseling Psychology, 1980 - Assumption College, Worcester, MA

B.A. - Psychology, 1978 – Keene State College, Keene, NH; Deans List – 1977 & 1978

EXPERIENCE

Community Partners, Dover, NH, Developmental Services, April, 1985 – Current

- ***Director of Case Management, 2000 - Current***
 - *Current Supervisory Responsibilities: Case Management Supervisor, Wait List Manager, Intake Coordinator, Consolidated Services Program Developer/Supervisor & Utilization Analyst*
 - *Other Supervisory Responsibilities during this time: Case Managers (8 - prior to hiring CM Supervisor), CM Program Assistant, Financial Benefits Planner*
 - *Assist in the determination of eligibility for individuals requesting services through Developmental Services (both DD & ABD) and the State delivery system.*
 - *Work closely w/Case Management Supervisor to develop & have oversight of the Case Management & Consolidated Services budgets.*
 - *Actively participate on the Community Partners Management Team.*
 - *Develop and work closely w/Case Management Supervisor & Consolidated Services Supervisor to implement policy & procedure in conjunction w/the Management Team.*
 - *Responsible for having ongoing communication w/as well as meeting w/Vendor Agency Management that contracts w/Community Partners.*
 - *Responsible for oversight of Client Waiting List for adults age 21 & over; work in conjunction w/Wait List Manager & Intake Coordinator.*
 - *Responsible of development & oversight of client budgets; work in conjunction w/CFO, Utilization Analyst, Director of Adult Services & Business office.*
 - *Responsible for daily monitoring off services specific to utilization & Medicaid Management.*
 - *Responsible for the oversight of the Community Care Waiver; specifically functional assessment completed by Case Management & Consolidated Services that begins the Medicaid Waiver process.*
- ***Co-Director of Case Management, 1991-2000- Supervisory Responsibilities: Case Managers (5)***
- ***Case Manager, 1985-1991***
 - *Responsible for providing case management services for a caseload of 25-30.*

- *Responsible for coordinating & assuring continuity of services.*
- *Responsible for assisting client's entry into the service delivery system & monitoring progress on an ongoing basis.*
- *Responsible for the development & implementation of the ISA & providing ongoing monitoring of progress.*
- *Responsible for assisting clients w/enrolling in Social Security, Medicaid, Medicare Part-D, MEAD and/or other benefit plans.*
- *Responsible for completing Monthly CM Activity Notes & Quarterly Satisfaction Surveys.*
- *Responsible for coordinating assessments/evaluations as needed.*
- *Engaged in advocacy activities on behalf of the client; included brokering & linking activities/generic services in order for integration to occur in their communities.*

Solomon Mental Health Center, Lowell, MA, MR Service, May, 1980 – April, 1985

- ***Program Specialist - March, 1984-April, 1985***
 - *Provided counseling & case management services to individuals with developmental disabilities and their families.*
 - *Worked in conjunction with the Service Coordination Team with ISP development and completion of ISP related tasks.*
 - *Evaluated and provided psychological testing to individuals receiving services at the Center.*
 - *Provided continuous re-evaluation of clients' progress and needs through regularly scheduled meetings with program staff.*
 - *Provided consultation services to agencies serving individuals with developmental disabilities.*
 - *Provided technical assistance to the Emergency Team when serving individuals with developmental disabilities who were in crisis situations.*
- ***Case Manager/Counselor, May, 1980 – March, 1984***
 - *Provided counseling and case management services to individuals with developmental disabilities and their families.*
 - *Provided counseling to individuals with a dual diagnoses of mental health & developmental disability.*
 - *Provided psychological testing to individuals receiving services at the Center.*
 - *Lead a weekly Mothers Support Group.*
 - *Worked as a liaison between the local area school systems and DMH, aiding in placements and funding of individuals no longer eligible for Chapter 766 services.*
 - *Provided weekly supervision for Lowell University student practicum.*
 - *Responsible for screening and intake of individuals referred for services.*
 - *Appointed to the Professional Advisory Committee.*
 - *Community Service Award - Association for Retarded Citizens of Greater Lowell - 1983*

Cooperative Human Services, Inc., Worcester, MA., September-May, 1979-1980

- ***Counselor/Intern***
 - *Provided counseling services to individuals with developmental disabilities in the Specialized Home Care and Staffed Apartment Programs.*
 - *Provided consultation services to other social service agencies within the local community.*
 - *Co-Lead weekly Support Group for Foster Parents.*
 - *Assessed perspective Foster Parents for the Adolescent Program associated with DYS through interviewing and training sessions.*

Camp Rappatak, Fryeburg, ME, , June-August, 1972-1979

- ***Counselor***
 - *Bunk Counselor – responsible for girls ages 9-16 yrs.*
 - *Swimming, Waterskiing and Rowing Instructor – for girls ages 7-16 yrs.*
 - *Designed and directed Waterskiing Program – 1977.*
 - *Held position of Waterfront Director – 1978 & 1979.*
 - *Supervised 20 Waterfront Instructors – 1978 & 1979.*

Keene Recreation Department, Keene, NH, September-March, 1976-1977

- ***Lifeguard***
 - *Lifeguard for children ages 9-16 yrs.*

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Community Partners

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:	SFY 19 (7/1/18- 6/30/19)		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Brian Collins- Executive Director	\$200,000	50.00%	\$100,000.00
Kathleen Stocker- CFO	\$105,029	50.00%	\$52,514.50
Pam Dushan- Director Case Management	\$70,000	100.00%	\$70,000.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$222,514.50

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Bridges		1.4 Contractor Address 70 Pembroke Road Concord NH 03301	
1.5 Contractor Phone Number 603-226-3212 ext 233	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,802,377
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature <i>David H. Ossoff</i> President BOD		1.12 Name and Title of Contractor Signatory David H. Ossoff, President BOD	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>May 22, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Meredith G. Leavitt</i> , Notary Public [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Meredith Leavitt</i> , Notary Public MEREDITH G. LEAVITT Notary Public - New Hampshire My Commission Expires June 7, 2022			
1.14 State Agency Signature <i>Christina Sammiello</i> Date: <u>5/23/18</u>		1.15 Name and Title of State Agency Signatory <i>Christina Sammiello</i> , PRYS Direct	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>RWR</i> On: <u>5/29/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

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- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services



- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.
- 2.2. National Core Indicators (NCI)**
 - 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.
- 2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**
 - 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
 - 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost



of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall



participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. Wait List Registry

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.



2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals



who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(cXaXs) and Section 441.710 (aX1X2).



2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest) over the next twelve (12) months}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

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- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.



- 2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.12.9. Contractors Request for Extension of Financial Filing Deadlines.
 - 2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:
 - 2.12.9.1.1. Requests shall be made in writing;
 - 2.12.9.1.2. Requests shall be sent to the director or designee;
 - 2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.12.9.1.4. Requests shall include the following:
 - 2.12.9.1.4.1. Contact information;
 - 2.12.9.1.4.2. Reason for requesting the extension; and
 - 2.12.9.1.4.3. New requested deadline.
 - 2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the



State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region IV defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire

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Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
505

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

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- 4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.
- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.

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- 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.
- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.



- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.
- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."
- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicat ed Families to be Served	Number of Unduplicat ed Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
506	0	250	256	97,190

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.
- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for



the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."
- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

C.O.

5/22/18



9. Service Coordination

- 9.1. The Contractor agrees to employ 31 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 728 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 10 individuals with developmental disabilities.
- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$5,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.

C.C.

5/22/18



- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.



- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.
- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

14. Systemic, Therapeutic Assessment, Respite, and Treatment (START)

- 14.1. The Contractor shall provide statewide Systemic, Therapeutic Assessment, Respite, and Treatment (START) services.
- 14.2. The Contractor shall provide a START Coordinator who will be assigned to each of the Department's ten Area Agency Contractors that will:
 - 14.2.1. Conduct an initial intake and determine eligibility for all individuals referred to the START program in accordance with the Departments laws and rules.
 - 14.2.2. Develop, for eligible individuals, an individualized crisis plan in consultation and collaboration with the individual's team.
- 14.3. The Contractor shall provide a START Center that includes three (3) beds for short term planned therapeutic respite stays of up to three to four days, and three (3) beds for emergency stays for up to thirty days. The Contractor agrees that each bedroom shall only accommodate one person.



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- 14.4. The Contractor shall provide on call services during business hours defined as 8:00 am through 5:00 pm.
 - 14.5. The Contractor will coordinate and participate in the Dartmouth Hitchcock Medical Center Multidisciplinary consultation team for up to twelve adult and twelve children consultations.
 - 14.6. The Contractor shall collect and analyze data defined by the Department regarding START services as identified through SIRS.

Exhibit A-2 Community Bridges

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	70	83666
Community Participation Services			
	Day	67	275517
	SEP	53	51304
In Home Support Services			
	In Home Supports	55	660
Residences Which May Also Provide Community Participation Services			
	Day	157	643468
	Residential	163	41879
Residential Services			
	Residential	39	10634
Services to Persons With Acquired Brain Disorders			
	Day	18	61952
	Residential	27	7760
	Consolidated Services	5	60
Participant Directed and Managed Services			
	Consolidated Services	122	1452



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$146,880.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

5. Payment for Part C Supplemental Services funding for children who have Autism

- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports

- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Continuing Education Assistance

- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/22/18
Date

David H. Ossoff
Name: David H. Ossoff
Title: President - BOD

Contractor Initials DO
Date 5/22/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/22/18
Date

David H. Ossett
Name: David H. Ossett
Title: President - BOD



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/22/18
Date

David H. Ossoff
Name: David H. Ossoff
Title: President - BOD



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

OC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/22/18
Date

David H. O'Scraff
Name: David H. O'Scraff
Title: President - BOD

Exhibit G

Contractor Initials D.O.
Date 5/22/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/22/18
Date

D. H. Ossoff
Name: *David H. Ossoff*
Title: *President - BOD*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

DU-

5/22/18



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Christine Santanelli
Signature of Authorized Representative

Christine Santanelli
Name of Authorized Representative

Director, DHS
Title of Authorized Representative

5/23/18
Date

Community Bridges
Name of the Contractor

David H. Ossoff
Signature of Authorized Representative

David H. Ossoff
Name of Authorized Representative

President - BOB
Title of Authorized Representative

5/22/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/22/18
Date

David H. O'Neil
Name: David H. O'Neil
Title: President - BOB



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 184213015
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

Department of State

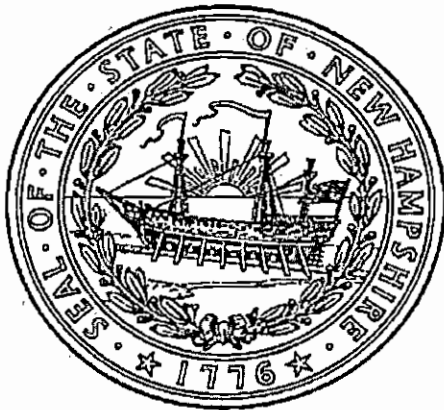
APR 19 2018

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY BRIDGES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64837

Certificate Number : 0004083376



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Philip Sletten, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Community Bridges.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of

the Agency duly held on May 1, 2018:
(Date)

RESOLVED: That the Board President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25th day of May, 2018.
(Date Contract Signed)

4. David Ossoff is the duly elected President – Board of Directors
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



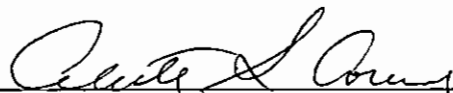
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 25th day of May, 2018.

By Philip Sletten
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 05/04/2021



Connecting Individuals with Disabilities to Their Community

BOARD RESOLUTION

It is Resolved that:

During a meeting held on May 1st, 2018 the Board of Directors for Community Bridges passed the following resolution:

Voted: To authorize the Board President to execute documents to enter into contract with the State of NH Bureau of Developmental Services to provide developmental disability services.

Signed:

Board Officer

Date

5/1/18

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

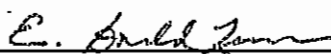
PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: AMTRUST GROUP INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23850 99999	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1666074	06/30/2017	06/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1666064	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB587274	06/30/2017	06/30/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3288571	06/30/2017	06/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate covers all operations usual and customary to the business of the insured.

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Connecting Individuals with Disabilities to Their Community

Mission Statement

Community Bridges assures and maintains the integration, growth and interdependence of people with disabilities in their home communities so they have positive control over the lives they have chosen for themselves. Community Bridges is a leader in the development of and advocacy for innovative approaches in supporting families.

COMMUNITY BRIDGES

Financial Statements

For The Years Ended June 30, 2017 and 2016

Index To Financial Statements
For The Years Ended June 30, 2017 and 2016

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Statement of Functional Expenses – June 30, 2017	5
Statement of Functional Expenses – June 30, 2016	6
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Notes to Financial Statements	8 - 17



P.A., Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To The Board of Directors
Community Bridges
Concord, New Hampshire

We have audited the accompanying financial statements of Community Bridges (a New Hampshire non-profit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Bridges as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "Denise H. CPA". The signature is fluid and cursive, with a long horizontal stroke at the end.

December 11, 2017

COMMUNITY BRIDGES
STATEMENTS OF FINANCIAL POSITION
June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
<u>CURRENT ASSETS</u>		
Cash and cash equivalents	\$ 2,821,974	\$ 1,469,739
Cash held for consumers under agency agreements	178,518	139,090
Accounts receivable, net of allowances of \$99,228 and \$127,603 for 2017 and 2016 respectively	2,112,276	2,661,919
Promises to give	25,000	20,000
Prepaid expenses	<u>250,979</u>	<u>190,219</u>
	<u>5,388,747</u>	<u>4,480,967</u>
 <u>PROPERTY & EQUIPMENT</u> , at cost, net of accumulated depreciation	 <u>3,335,974</u>	 <u>3,266,080</u>
	<u>\$ 8,724,721</u>	<u>\$ 7,747,047</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current portion of long-term debt	\$ 131,380	\$ 138,331
Accounts payable	965,370	984,602
Deferred revenue	163,720	151,380
Accrued payroll and payroll taxes	545,553	438,095
Accrued vacation	457,868	422,988
Held for consumers under agency agreements	<u>178,518</u>	<u>139,090</u>
	<u>2,442,409</u>	<u>2,274,486</u>
 <u>LONG TERM DEBT</u> , net of current portion		
Notes payable	<u>1,510,878</u>	<u>1,630,000</u>
 <u>NET ASSETS</u>		
Unrestricted	4,727,093	3,807,803
Temporarily restricted	<u>44,341</u>	<u>34,758</u>
	<u>4,771,434</u>	<u>3,842,561</u>
	<u>\$ 8,724,721</u>	<u>\$ 7,747,047</u>

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

COMMUNITY BRIDGES
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Years Ended June 30, 2017 and 2016

	2017			2016		
	UNRESTRICTED	TEMPORARILY RESTRICTED	TOTAL	UNRESTRICTED	TEMPORARILY RESTRICTED	TOTAL
PUBLIC SUPPORT AND REVENUES						
Medicaid	\$ 34,402,846	\$ -	\$ 34,402,846	\$ 33,521,794	\$ -	\$ 33,521,794
State of NH - DHHS	1,125,235	-	1,125,235	1,095,344	-	1,095,344
United Way allocation	3,552	25,000	28,552	4,227	20,000	24,227
Third-party insurance	181,778	-	181,778	270,272	-	270,272
Interest	1,466	-	1,466	807	-	807
Gain on sale of asset	64,548	-	64,548	-	-	-
Other revenues	1,286,283	10,000	1,296,283	1,218,267	10,000	1,228,267
Net assets released from restrictions:						
Satisfaction of purpose restrictions	25,417	(25,417)	-	42,234	(42,234)	-
Total public support and revenues	37,091,125	9,583	37,100,708	36,152,945	(12,234)	36,140,711
EXPENSES						
Program services:						
Case management	1,562,344	-	1,562,344	1,281,302	-	1,281,302
Start program & clinical	1,976,424	-	1,976,424	2,006,260	-	2,006,260
Family support	817,550	-	817,550	879,061	-	879,061
Respite care	230,078	-	230,078	190,858	-	190,858
Residential & day	8,737,424	-	8,737,424	8,403,842	-	8,403,842
Independent living	424,638	-	424,638	455,575	-	455,575
Early intervention	1,468,465	-	1,468,465	1,610,694	-	1,610,694
Self directed services	4,132,161	-	4,132,161	3,651,577	-	3,651,577
Residential, day & self directed services - subcontract	12,792,583	-	12,792,583	12,461,624	-	12,461,624
Supporting services:						
General management	2,876,267	-	2,876,267	2,657,261	-	2,657,261
General management - subcontract	1,153,901	-	1,153,901	1,357,077	-	1,357,077
Total expenses	36,171,835	-	36,171,835	34,955,131	-	34,955,131
CHANGE IN NET ASSETS	919,290	9,583	928,873	1,197,814	(12,234)	1,185,580
NET ASSETS, BEGINNING OF YEAR	3,807,803	34,758	3,842,561	2,609,989	46,992	2,656,981
NET ASSETS, END OF YEAR	\$ 4,727,093	\$ 44,341	\$ 4,771,434	\$ 3,807,803	\$ 34,758	\$ 3,842,561

The Accompanying Notes Are An Integral Part
Of These Financial Statements.

COMMUNITY BRIDGES
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2017

	Case Management	Start Program & Clinical	Family Support	Respite Care	Residential & Day	Independent Living	Early Intervention	Self Directed Services	Subcontract Residential, Day & Self Directed Services	General Management	Subcontract General Management	2017 Total
Salaries and wages	\$ 861,757	\$ 1,203,788	\$ 353,938	\$ -	\$ 4,541,294	\$ 292,107	\$ 786,380	\$ 2,146,336	\$ -	\$ 1,523,453	\$ -	\$ 11,709,053
Employee benefits	161,469	224,964	66,190	-	856,576	54,802	146,978	450,502	-	318,460	-	2,279,941
Payroll taxes	60,857	86,876	25,169	-	327,246	21,681	57,601	154,317	-	109,688	-	843,435
Family business	-	-	-	-	-	-	-	110,926	-	-	-	110,926
Contracted substitute staff	816	-	-	-	3,605	-	3,070	-	-	9,717	-	17,208
Client treatment services	-	-	14,844	-	1,947,237	-	-	294,133	-	-	-	2,256,214
Client therapies	195,698	12,570	637	-	8,880	-	296,352	39,875	-	-	-	554,012
Accounting	-	-	-	-	-	-	-	42,652	-	2,944	-	45,596
Audit fees	-	-	-	-	-	-	-	-	-	12,250	-	12,250
Legal fees	-	-	-	-	-	-	-	-	-	12,914	-	12,914
Other professional fees and consultants	71,892	271,309	270	-	181,120	283	18,381	11,661	-	139,266	-	694,182
Subcontractors	-	18,417	-	-	-	-	-	16,663	12,581,271	-	1,153,901	13,770,252
Non-subcontractors	33,973	-	-	-	8,860	-	-	494,459	211,312	-	-	748,604
Staff development and training	2,132	15,815	12,280	-	25,278	-	11,105	21,825	-	33,646	-	122,081
Rent	61,542	10,969	61,542	-	66,352	-	43,226	29,906	-	72,022	-	345,559
Client mortgage payments	-	-	-	-	50,355	-	-	10,468	-	-	-	60,823
Utilities	-	12,623	-	-	96,903	-	-	-	-	664	-	110,190
Building maintenance and repairs	4,881	12,222	4,458	-	115,933	-	4,673	1,537	-	15,317	-	159,021
Property taxes	-	3,815	-	-	1,575	-	-	-	-	-	-	5,390
Other occupancy costs	-	-	-	-	639	-	-	-	-	-	-	639
Office	6,015	9,368	3,002	-	24,811	-	8,044	2,862	-	43,690	-	97,792
Building/household	1,608	6,689	1,619	-	52,197	-	1,735	54	-	17,025	-	80,927
Client consumables	-	26,973	22,000	-	82,978	-	1,063	95,667	-	-	-	228,681
Medical	-	245	-	-	311	-	-	-	-	-	-	556
Equipment rental	1,939	-	1,866	-	2,837	-	3,660	896	-	3,838	-	15,036
Equipment maintenance	754	293	781	-	4,173	-	1,558	11,164	-	145,578	-	164,301
Depreciation	-	-	-	-	-	-	-	-	-	284,170	-	284,170
Advertising	200	27	220	-	750	-	485	2,313	-	2,002	-	5,997
Printing	260	196	825	-	352	-	4,956	140	-	10,351	-	17,080
Telephone/communications	2,840	11,831	2,982	-	15,332	-	5,458	1,029	-	9,719	-	49,191
Postage/shipping	2,891	805	2,830	-	4,270	-	5,301	1,359	-	6,122	-	23,578
Transportation	8,544	43,128	18,780	-	246,768	55,759	63,773	164,937	-	5,977	-	607,666
Assistance to individuals	21,497	-	211,995	229,684	16,732	-	190	18,892	-	10,051	-	509,041
Insurance	4,081	2,209	1,403	394	50,581	-	2,887	7,204	-	5,065	-	73,824
Membership dues	-	566	40	-	174	-	280	-	-	5,887	-	6,947
Interest expense	-	-	-	-	-	-	-	-	-	64,347	-	64,347
Other expenditures	56,698	726	9,879	-	3,305	6	1,309	384	-	12,104	-	84,411
TOTAL FUNCTIONAL EXPENSES	\$ 1,562,344	\$ 1,976,424	\$ 817,550	\$ 230,078	\$ 8,737,424	\$ 424,638	\$ 1,468,465	\$ 4,132,161	\$ 12,792,583	\$ 2,876,267	\$ 1,153,901	\$ 36,171,835

The Accompanying Notes Are An Integral Part
Of These Financial Statements

COMMUNITY BRIDGES
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2016

	Case Management	Start Program & Clinical	Family Support	Respite Care	Residential & Day	Independent Living	Early Intervention	Self Directed Services	Subcontract Residential, Day & Self Directed Services	General Management	Subcontract General Management	2016 Total
Salaries and wages	\$ 780,370	\$ 839,155	\$ 388,476	\$ -	\$ 4,141,431	\$ 306,143	\$ 804,968	\$ 1,784,039	\$ -	\$ 1,248,596	\$ -	\$ 10,293,178
Employee benefits	168,958	178,247	83,716	-	900,908	65,419	173,312	361,848	-	286,748	-	2,219,156
Payroll taxes	56,747	63,887	28,898	-	352,679	21,935	59,735	136,515	-	99,149	-	819,545
Family business	-	-	-	-	-	-	-	181,712	-	-	-	181,712
Contracted substitute staff	-	-	-	-	-	-	2,711	270	-	25,269	-	28,250
Client treatment services	-	-	3,006	-	1,834,496	300	-	241,084	-	-	-	2,078,886
Client therapies	544	46,635	-	-	240,852	-	366,027	70,464	-	-	-	724,522
Accounting	-	-	-	-	-	-	-	7,104	-	12,719	-	19,823
Audit fees	-	-	-	-	-	-	-	-	-	11,900	-	11,900
Legal fees	-	-	-	-	-	-	-	-	-	21,237	-	21,237
Other professional fees and consultants	65,135	317,375	525	-	65,992	222	25,662	10,240	-	182,829	-	667,980
Subcontractors	499	435,450	-	-	-	-	-	38,139	12,213,689	-	1,357,077	14,044,854
Non-subcontractors	53,808	-	-	-	10,440	-	-	510,898	247,935	-	-	823,081
Staff development and training	1,064	12,862	7,277	-	15,742	-	7,549	679	-	15,810	-	60,983
Rent	60,518	10,787	60,518	-	65,547	-	42,507	29,408	-	70,610	-	339,895
Client mortgage payments	-	-	-	-	42,600	-	-	10,243	-	-	-	52,843
Utilities	-	10,565	-	-	95,426	-	-	-	-	-	-	105,991
Building maintenance and repairs	4,536	9,546	4,234	-	90,863	-	4,536	1,489	-	12,236	-	127,440
Property taxes	-	3,918	-	-	2,069	-	-	-	-	-	-	5,987
Other occupancy costs	-	-	-	-	834	-	-	-	-	-	-	834
Office	4,721	5,819	3,196	-	18,793	-	5,677	1,485	-	22,236	-	61,927
Building/household	2,780	8,382	1,892	-	58,070	-	1,791	152	-	13,145	-	86,212
Client consumables	7	25,908	-	-	90,341	-	9,576	66,629	-	600	-	193,061
Medical	-	451	-	-	1,759	-	-	-	-	-	-	2,210
Equipment rental	1,696	-	1,696	-	2,578	-	3,393	814	-	3,393	-	13,570
Equipment maintenance	187	516	194	-	5,365	-	389	3,975	-	109,636	-	120,262
Depreciation	-	-	-	-	-	-	-	-	-	277,297	-	277,297
Advertising	229	65	169	-	2,506	-	372	702	-	5,225	-	9,268
Printing	160	-	616	-	240	-	3,155	40	-	9,352	-	13,563
Telephone/communications	2,576	3,818	2,739	-	13,375	-	4,858	899	-	8,488	-	36,753
Postage/shipping	2,625	848	2,625	-	3,990	-	5,064	1,260	-	7,019	-	23,431
Transportation	4,961	28,447	25,901	355	275,807	61,508	66,390	158,718	-	13,727	-	635,814
Assistance to individuals	25,086	-	261,986	190,118	19,670	30	16,702	23,365	-	-	-	536,957
Insurance	3,991	2,162	1,372	385	49,846	-	2,824	7,652	-	4,975	-	73,207
Membership dues	-	300	-	-	50	-	648	1,093	-	8,070	-	10,161
Interest expense	-	-	-	-	-	-	-	-	-	78,993	-	78,993
Other expenditures	40,104	1,117	25	-	1,573	18	2,848	661	-	108,002	-	154,348
TOTAL FUNCTIONAL EXPENSES	\$ 1,281,302	\$ 2,006,260	\$ 879,061	\$ 190,858	\$ 8,403,842	\$ 455,575	\$ 1,610,694	\$ 3,651,577	\$ 12,461,624	\$ 2,657,261	\$ 1,357,077	\$ 34,955,131

The Accompanying Notes Are An Integral Part
Of These Financial Statements

COMMUNITY BRIDGES
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2017 and 2016

	2017	2016
CASH FLOWS PROVIDED BY (USED IN)		
OPERATING ACTIVITIES		
Cash received from support and revenue	\$ 37,485,562	\$ 35,365,359
Cash paid to suppliers and employees	(35,760,972)	(35,080,576)
Interest received	1,466	807
Interest paid	(64,347)	(78,993)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,661,709</u>	<u>206,597</u>
CASH FLOWS PROVIDED BY (USED IN)		
INVESTING ACTIVITIES		
Proceeds from sale of asset	98,503	-
Purchases of property and equipment	(281,904)	(158,598)
NET CASH USED IN INVESTING ACTIVITIES	<u>(183,401)</u>	<u>(158,598)</u>
CASH FLOWS PROVIDED BY (USED IN)		
FINANCING ACTIVITIES		
Payments on line of credit	-	(1,600,000)
Proceeds from bank financing	74,100	725,388
Principal payments on debt	(200,173)	(145,158)
NET CASH USED IN FINANCING ACTIVITIES	<u>(126,073)</u>	<u>(1,019,770)</u>
NET INCREASE (DECREASE) IN CASH	1,352,235	(971,771)
CASH, Beginning of Year	<u>1,469,739</u>	<u>2,441,510</u>
CASH, End of Year	<u>\$ 2,821,974</u>	<u>\$ 1,469,739</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Change in net assets	\$ 928,873	\$ 1,185,580
Adjustments:		
Depreciation	284,170	277,297
Gain on sale of asset	(64,548)	-
Donated assets	(106,115)	-
	<u>113,507</u>	<u>277,297</u>
Change in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	549,643	(798,998)
Promises to give	(5,000)	1,247
Prepaid expenses	(60,760)	3,374
Increase (decrease) in:		
Accounts payable	(19,232)	(647,938)
Deferred revenue	12,340	23,206
Accrued payroll	107,458	114,294
Accrued vacation	34,880	48,535
Net cash provided by operating activities	<u>\$ 1,661,709</u>	<u>\$ 206,597</u>

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Community Bridges (the Agency) is a not-for-profit organization established in May 1983. It contracts with the New Hampshire Department of Health and Human Services (DHHS) to provide an array of community-based services and support for those with developmental disabilities located in the Merrimack County area of New Hampshire. Its major function is the coordination of services and support with those who are eligible to receive it. The majority of its funding is from federal and state government programs.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Agency and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions are met in the fiscal year in which the contributions are recognized.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Agency. There were no permanently restricted net assets at June 30, 2017 and 2016.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions (Continued)

recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the financial statements, the Agency considers cash in bank accounts and all other highly liquid investments with an original maturity of less than three months to be cash equivalents. The only cash equivalents at June 30, 2017 and 2016 were overnight investments in government securities made through commercial sweep accounts with the Agency's bank.

Cash Held and Funds Payable for Consumers

The Agency acts as custodian over funds of several consumers for a minimal fee. Cash is deposited and checks are drawn on a special bank account for the convenience of consumers. These funds are not the property of the Agency and, accordingly, are recorded as an asset with a corresponding liability in the same amount on the Agency's Statement of Financial Position. These accounts are offsetting and have no impact on the Agency's cash flow.

Property and Equipment

The Agency records property and equipment at cost. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (Continued)

expense as incurred. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets. The ranges of the estimated useful lives are:

	<u>Years</u>
Buildings and improvements	10-30
Equipment and furniture	5-10
Vehicles	3-5

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Agency's income tax filings are subject to audit by various taxing authorities. The Agency's open audit periods are the years ended June 30, 2015 through 2017. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

Bad Debts

The Agency uses the allowance method of accounting for bad debts. An allowance of \$99,228 and \$127,603 was required at June 30, 2017 and 2016 respectively, based on specific identification of uncollectible accounts.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

NOTE B. RETIREMENT PLAN

The Agency maintains a 403(b) plan for its employees. All employees are eligible to contribute to the plan. The Agency does not contribute to the plan.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE C. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Land	\$ 579,599	\$ 614,299
Building and improvements	2,933,451	3,207,568
Equipment and furniture	941,643	1,183,665
Vehicles	882,340	645,780
Work in process	<u>169,557</u>	<u>29,875</u>
	5,506,590	5,681,187
Less accumulated depreciation	<u>2,170,616</u>	<u>2,415,107</u>
	<u>\$ 3,335,974</u>	<u>\$ 3,266,080</u>

NOTE D. CONCENTRATIONS OF RISK

The Agency received 93% of its funding from Medicaid for both the years ended June 30, 2017 and 2016. Additionally, 88% and 87% of the June 30, 2017 and 2016 net accounts receivable balance was due from Medicaid respectively.

The Agency maintains its cash accounts at one financial institution. The balance at the bank is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The cash balance exceeded the FDIC coverage limit by \$1,277,936 at June 30, 2017.

At June 30, 2017 and 2016, the Agency had \$1,941,574 and \$2,182,830, respectively, invested in repurchase agreements that were secured by marketable securities of federal agencies. The funds were not insured by the Federal Deposit Insurance Corporation.

NOTE E. OPERATING LEASES

The Agency leases office facilities used for service coordination and administrative services pursuant to the terms of several six-year leases that expire in October 2019. The leases provide for two, two-year renewal options. The lessee is responsible for all utilities, repairs and maintenance, and insurance. The lessee is also responsible for a pro rata share of the real estate taxes and common area costs over a base. The base rent in the first year was \$297,355 per annum. The lease amount increases annually up to \$341,614 for year six.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE E. OPERATING LEASES (Continued)

The Agency entered into a tenancy lease on behalf of a consumer. The 12 month lease began in March 2015 and contains an auto-renew provision.

Total facilities rental expense, including rent payments for consumers, was \$345,559 and \$339,895 for the year ended June 30, 2017 and 2016, respectively.

A vehicle lease which expired April 30, 2016, was \$273 per month for 36 months. The Agency was responsible for all maintenance and repairs.

The Agency leases office equipment at \$1,367 per month pursuant to the terms of a 63 month lease which began December 2016.

The future minimum rental payments due under these operating leases are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2018	\$ 357,929
2019	\$ 355,005
2020	\$ 130,279
2021	\$ 16,408
2022	\$ 12,306

NOTE F. LINE OF CREDIT

The Agency has established a \$1,600,000 working capital line of credit with a local bank. Interest at the Wall Street Journal prime rate is due monthly. Principal with accrued unpaid interest are due on demand. The line of credit is secured by all assets of the Agency. There was no balance outstanding at June 30, 2017 or 2016.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE G. NOTES PAYABLE

Notes payable consisted of the following as of June 30:

	<u>2017</u>	<u>2016</u>
4.4% mortgage note payable bank, monthly installments of \$320 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$30,473	\$ 61,608	\$ 62,714
4.4% mortgage note payable bank, monthly installments of \$917 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$89,812	179,026	182,080
Variable-rate mortgage note payable bank, secured by land and building, payable in monthly installments of principal and interest through January 2027. Interest is based on the Three Year Treasury Bill adjusted to a constant maturity plus 2.75 percentage points. As of June 30, 2017 and 2016 the interest rate was 3.87%, with monthly installments of \$493 and \$479, respectively	-	51,551
4.4% mortgage note payable bank, monthly installments of \$540 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$52,862	104,843	106,663
4.4% note payable bank, monthly installments of \$876 of principal and interest, through February 2036, secured by land and building with a balloon payment of \$85,803	170,420	173,363
2.95% note payable bank, monthly installments of \$1,940 of principal and interest, through January 2018, secured by vehicle	13,445	35,950
1% note payable state public agency, monthly installments of \$1,111 of principal and interest, through July 2017, secured by a vehicle	1,120	14,370

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE G. NOTES PAYABLE (Continued)

	<u>2017</u>	<u>2016</u>
2% note payable state public agency, monthly installments of \$679 of principal and interest, through October 2020, secured by land and building	30,596	36,572
No interest note payable state public agency, Agency only required to repay if the property is sold. Secured by land and building	62,031	62,031
3% note payable state public agency, monthly installments of \$746 of principal and interest, through April 2020, secured by land and building	24,246	32,342
1% note payable state public agency, monthly installments of \$1,709 of principal and interest, through December 2018, secured by land and building	30,526	50,625
4.4% note payable bank, monthly installments of \$1,030 of principal and interest, through January 2036, secured by land and building with a balloon payment of \$100,960	200,381	203,851
1% note payable state public agency, monthly installments of \$991 of principal and interest, through July 2019, secured by a vehicle	25,489	37,069
1% note payable state public agency, monthly installments of \$410 of principal and interest, through March 2020	13,348	18,112
1.0% note payable state public agency, monthly installments of \$855 of principal and interest, through December 2020	35,261	45,112
1.0% note payable state public agency, monthly installments of \$1,009 of principal and interest, through November 2021	52,268	-

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE G. NOTES PAYABLE (Continued)

	<u>2017</u>	<u>2016</u>
Variable-rate mortgage note payable bank, secured by land and building, payable in monthly installments of principal and interest through July 2035. Rate is fixed for first five years at 4.25%. Interest is based on the Five Year Treasury Bill adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2017 and 2016, the interest rate was 4.25% with monthly installments of \$4,062	614,416	636,538
Note payable finance company, payable in monthly installments of \$323 of principal, no interest, through June 2021, secured by vehicle	15,188	19,388
Note payable finance company, payable in monthly installments of \$597 of principal, plus 3.5% interest, through September 2018, secured by vehicle	<u>8,046</u>	<u>-</u>
	1,642,258	1,768,331
Less current portion	<u>(131,380)</u>	<u>(138,331)</u>
	<u>\$ 1,510,878</u>	<u>\$ 1,630,000</u>

Annual principal payments for the next five years are as follows:

2018	\$ 131,380
2019	105,620
2020	82,915
2021	67,001
2022	52,914
Thereafter	<u>1,202,428</u>
	<u>\$ 1,642,258</u>

Interest expense for the years ended June 30, 2017 and 2016 was \$64,347 and \$78,993, respectively.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE H. DEFERRED REVENUE

Deferred revenue consists of the following at June 30:

	<u>2017</u>	<u>2016</u>
Family Support funding in excess of expenditures	\$ 61,276	\$ 35,945
New Hampshire Charitable Foundation	-	17,205
Project Search	3,091	29,764
Bureau of Developmental Services	39,480	68,466
Victory Drive	<u>59,873</u>	<u>-</u>
	<u>\$ 163,720</u>	<u>\$ 151,380</u>

NOTE I. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes or periods at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
United Way	\$ 25,000	\$ 20,000
Employee wellness	15,745	11,162
Autism grant	<u>3,596</u>	<u>3,596</u>
	<u>\$ 44,341</u>	<u>\$ 34,758</u>

NOTE J. CONTINGENT LIABILITIES

The Agency receives funding under various state and federal grants. Under the terms of these grants, the Agency is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Agency might be required to repay the grantor's funds.

The acquisition of real property has been funded, in part, by federal and state and municipal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2017 and 2016, no provision has been made for these contingencies.

COMMUNITY BRIDGES
NOTES TO FINANCIAL STATEMENTS
For The Years Ended June 30, 2017 and 2016

NOTE K. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2017 and 2016, because of the relatively short maturity of these instruments. The carrying value of long-term debt, including the current portion, approximated fair value as of June 30, 2017 and 2016, based on current borrowing rates for loans with similar maturities.

NOTE L. RECLASSIFICATION

Certain data included in the June 30, 2016 financial statements has been reclassified to conform to the current year's presentation.

NOTE M. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through December 11, 2017, the date that the financial statements were available to be issued.

Community Bridges Board of Directors

2018

Officer	
Name: David Ossoff	Title: President
Member Since: September 2011	Term expiration: May 2019 Officer expiration: May 2018
Officer	
Name: Kristin Phillips - Consumer	Title: Vice President
Member Since: March 2010	Term expiration: May 2019 Officer expiration: May 2018
Officer	
Name: Philip Sletten	Title: Treasurer
Member Since: January 2017	Term expiration: January 2020 Officer expiration: May 2020
Officer	
Name: Alice Young	Title: Secretary
Member Since: May 2012	Term expiration: May 2018 Officer expiration: May 2018
Officer	
Name: Elizabeth Bornstein	Title: Consumer
Member Since: August 2013	Term expiration: May 2019
Officer	
Name: Betsy McNamara	Title: Consumer
Member Since: 2002	Term expiration: May 2018
Officer	
Name: Jennifer Pineo	Title: Consumer
Member Since: October 2016	Term expiration: October 2019
Officer	
Name: Bradley Hosmer	Title: Member
Member Since: March 1997	Term expiration: May 2019
Officer	
Name: Glenn Stuart	Title: Consumer
Member Since: June 2005	Term expiration: May 2018
Officer	
Name: John Taylor	Title: Consumer
Member Since: December 2015	Term expiration: May 2018

updated 4/6/18

Tracey Lonergan

Professional Strengths

- Administrative
- Event Management
- Process Improvement
- Strategic Planning
- Computer Skills
- Space Planning
- Facilities Management

Career Achievements and Accomplishments

- Panelist, NH Governor's 1st LEAN Conference – spoke about the application of LEAN process improvement practices to NH Non Profit
- Leadership Award Manager of Year, Community Bridges, 2008
- Professional, Administrative, Technical Employee of the Year, University of New Hampshire, 2000 – selected as the sole recipient of this Award from over 900 Professional Staff
- Converted Medical Records from paper format to electronic health record system (over 1800 clients)
- Coordinated events from 15 person Board of Directors Retreats to Agency Milestone Anniversary Celebrations to UNH at Manchester Campus Graduation with 800 guests
- Coordinated Campus move to Millyard Campus; coordinated agency move of 110 staff offices from Bow to Concord, from Concord to new Concord location.

Experience

Community Bridges, Concord, NH

2001 - Present

Vice President, Administrative Operations

Director, Administrative Operations

Office Manager

- Manage Teams: Information Technology Department, Administrative Support Team, Records Management department, Facilities and Fleet Manager, Intake Specialist and Representative Payee/Benefits Specialist – this includes hiring, supervising, setting individual and department goals, measuring progress and outcomes
- Coordinate Board of Directors activities, meetings and events, schedule and record meetings, update by-laws and board policies and procedures
- Agency-wide responsibilities – Coordinating events, trainings and retreats including travel coordination for guest speakers and trainers, accommodations, catering, and communication
- Manage physical plant – liaise with landlord regarding maintenance issues including coordinating inspections and testing of safety equipment. Negotiate contracts for office equipment, services and supplies
- Develop Capital Projects list for 10 residential properties owned by the agency and 23 accessible vans, develop maintenance schedules and coordinate services including landscaping and snowplowing, trash removal, paving, generator testing and maintenance, furnace and sprinkler system testing and inspections, vehicle maintenance, inspections, insurance and sublease contracts

- Workflow and Process Improvement – Create and maintain agency policies and procedures e-manual, HIPAA manual, Continuity of Operations Plan and Code of Conduct. Using LEAN process improvement tools work with teams to map workflow, perform root cause analysis to eliminate waste and create efficiencies in how work is completed
- As member of senior leadership participate in Strategic Planning process for five-year plan, Coordinate our redesignation process with NH DHHS, coordinate agency strategic initiatives
- Data Management – perform ongoing data maintenance, analyze and summarize data for Dashboards and for reports to external stakeholders

UNH at Manchester, Manchester, NH

1998-2001

Manchester Campus Manager

Renovation Coordinator

Assistant to Dean

Receptionist

- Scheduled classrooms according to academic calendar offerings
- Supervised Facilities Manager and maintenance staff and developed task checklists, coordinated security
- Worked with building tenant (restaurant) on facilities issues, parking, lease contract
- Renovation Coordinator for 75,000 sq ft Millyard Campus – worked with main campus construction management team, architects, interior designers and contractors
- Coordinated administrative aspects of faculty tenure reviews
- Coordinated faculty hiring, travel plans, accommodations, interview schedules, transportation
- Participated in College Dean Search Committee
- Assisted Dean with College Accreditation process by compiling data, records and completing site surveys
- Covered the Conference Center in absence of Conference Coordinator with scheduling, planning, parking, room set-up, audio/visual needs and catering for events from 10 people to 200 guests events ranged from presidential campaign launches to NH State Police annual morbidity and mortality conference
- Greeted guests and callers, assisted students, assisted faculty with class rosters, grades, copying, room set-up
- Coordinated AV/media equipment for faculty
- Assisted with Cultural Events including film series and jazz concert series

Education and Training

- BA, History, English Minor, UNH – 1997, Magna Cum Laude
- Graduate Coursework in Leadership
- Excel Intermediate and Advanced certificate, 2016
- Certified Lean Continuous Process Improvement Facilitator, State of NH, 2012
- Variety of coursework and trainings in management, communication, Person-Centered Thinking, computer programs

Sherry Harding, MS, SPHR

KEY QUALIFICATIONS

Company growth/acquisitions
Recruitment/workforce planning
Training/Assessment/Education
Project Management Skills
Innovative/Can do attitude
Health and Safety/Workers Comp.
Compensation/Benefit Programs
Experienced in matrix/remote work

Coaching/Mentoring/Succession Planning
Employee Relations/Problem Resolution
Creative Problem Solver
Positive Leader and Influencer
Organizational Development/Strategic Planning
Performance Review/Management
HRIS Systems/Implementation
15 years of Management experience leading teams

PROFESSIONAL EXPERIENCE

Community Bridges, Concord, NH
Vice President of Human Resources & Operations

02/01/2009 – Present

Provide human resource leadership and operational management as part of an executive management team in a non-profit environment.

- HR Assessment - successfully completed a redesign of the Human Resources Department to include orientation, recruitment practices, compliance, payroll, compensation, employee relations, HR policies and benefits to meet company needs for expansion.
- Organizational leadership - provide ongoing consultation to all management staff on employee relations and departmental structures. Implement and provide leadership training which includes new employee evaluation process, employee competency work, including strategic competency dashboards, provide executive level coaching.
- Communication - built a comprehensive communications program for employees as well as communication training for front line managers.
- Innovative - created a Wellness and Culture Program focusing on health and wellness which has resulted in only a 2.5% increase in health benefits over the past four years. Won Harvard Pilgrim Health Innovations Award 2012.
- Lean Management – as part of lean management team provide consultation and facilitation on work flow, departmental process/procedures and needs for optimal resource allocations.
- Succession planning/Development - designed and implemented coaching and succession planning processes to meet the needs for continued growth of the agency.
- Customer service focused – created a Human Resources Department that supports all managers/employees in the agency. HR is recognized and acknowledged as an integral business partner throughout the organization.
- Fiscal responsibility - decreased unemployment claims with a check back from trust of over \$13,000.00 in 2013 and \$35,000.00 in 2014.
- Management – eight direct reports – four in HR and four in customer service operational program

Fidelity Investments, FESCO, Solution Delivery, NH
HR Director/Project Management Resource

08/2007 – 12/31/2008

Provide human resource and talent management leadership to Business Analyst community for Project Management Office.

- **Project work** - Successfully managed competency project to introduce paperless development analysis with comprehensive individual development plans for all associates. Provide training to all levels of the organization including to associates, managers, VPs and SVPs remotely.
- **Organizational skills** - managed bonus review cycle for all full time associates that tied directly to business unit objective and goals. Met project timelines through meetings, collection of feedback profiles, and compiling data for leadership review for performance measures. Presented feedback and competency review to all levels of organization and delegated workforce resources to project needs.
- **Coaching/Mentoring** - provide consulting services and input on strategic decisions to Project Manager, Director and VP level associates on employee relations, work performance, workforce planning, and organizational resources.
- **Management** – eleven direct reports in a matrix environment in multiple locations providing day to day operational management.
- **Operations** - managed operational activities for the department working with all levels of the organization and cross functional departments with a high level of interface with the technology group.

New Hanover Regional Medical Center, NC
Director of Human Resource Operations

11/2006 – 07/2007

Provide ongoing consulting leadership in a large healthcare system with 4800+ employees. Focus was on complete process and improvement of recruitment and employee relation functions.

- **Assessment** - analyzed and implemented new recruitment practices to streamline recruitment process in order to satisfy hiring manager needs and to attract top talent in a tight healthcare labor market.
- **Management** - successfully hired six new staff members and filled vacancies for HR Department to complete new organizational structure of HR Department.
- **Communications** - effectively worked with managers and directors to improve communications between HR and our internal customers to ensure a consistent HR presence and set standards for all HR related functions in the areas of recruitment and employee relations.
- **Innovation** - implemented new Business Partner model to organization providing needed employee relations specialists to meet organizational needs for customer service and organizational pillar standards.
- **Leadership** – provided management and leadership to 14 HR professionals ensuring a coaching, mentoring experience that increased employee morale and produced highly effective results during the change management process with no loss of personnel in the department.
- **Succession planning** - worked with Vice President of HR to find my replacement to complete and continue work on change management initiatives.

Catholic Medical Center, NH
Director of Employment and Employee Relations

03/2001-11/2006

Provide human resource leadership in a multi-facility environment with 1500+ employees with a high focus on employee relations, management consulting and strategic planning.

- **Employee Relations** – proactively delivered a high level of employee relations to include investigations, mediation, conflict resolution, career counseling, problem resolution, and coaching. Successfully counseled and/or coached employees and managers regarding employee relation's issues in complex situations staying within policies and legal environment requirements.
- **Innovation** - rebuilt a human resources team, which influenced key business decisions, including hiring and retaining key personnel in a tight healthcare labor market.
- **Fiscal responsibility** - successfully implemented a case management system for worker compensation, which resulted in decreased workers compensation costs and improved employee morale.
- **Change management** – provided coaching for managers for increased awareness of performance issues, process and procedure issues, and cross training functionality. Created communication plan for improved communication on units and set measurable goals. Maintain high level of creditability with all other departments in the facility fostering open communication and a high level of interpersonal communication resulting in increased use of human resources services for proactive problem solving and increased productivity.
- **Project work** - successfully lead team of recruiters to revamp and continuously improve process and procedures for recruitment, orientation, performance management, and all HR procedures in a fast paced environment. Successfully implemented a recruitment plan and hired qualified staff to open a new unit in the hospital meeting tight opening deadline.
- **Customer service** – Implemented standards for human resources group, which lead to a superior reputation of the HR department as a resource center.
- **Leadership Development** – implemented training program company wide. This training included leadership style, interviewing, team building, FMLA/Leave policy, and other related topics. Created, developed and taught programs on an annual basis.

Software Knowledge: Microsoft, Lawson, Visonware, Decision Point, GroupWise, Access Central, Visio, Mercury, eWorkplace, PSW, Lotus, WordPerfect, ABRA Pay, Infinium, FrontPage, Made to Manage, Realworld Accounting, Constant Contact, Mindjet, and LTC fund accounting.

Education: *Southern New Hampshire University*
- Master of Science – Organizational Leadership

Franklin Pierce College
- Associates Degree in Accounting
- Bachelors Degree in Management/HR

Certifications: Senior Professional in Human Resources (SPHR) since 2001
Certification in Professional/Life Coaching – ongoing at UNH

Memberships: Society for Human Resources Management, SHRM
Manchester Area Human Resources Association, MAHRA

References: Impeccable references provided by request

Rae Tanguay

Summary of Skills: I have worked in most positions within a standard Accounting Department which has given me a well-rounded group of skills that provides a great base to identify, analyze and deal with most Accounting issues and create opportunities for improvement. Additionally I have worked as an Accounting Applications Specialist certified by Microsoft to install and support Microsoft Great Plains. This has given me system resources to gather and manipulate data as needs and special projects arise.

Software Experience

Microsoft Great Plains – Dynamics, Frx, Sage MIP, Excel, Word, Publisher, Access, Powerpoint, Real World Accounting, Genelco, Oracle, and AS400.

Work Experience

2011 - Present - Community Bridges - 40 Million in Revenue per year - Community Bridges is a non-profit organization that works to advance the integration, growth, and interdependence of people with disabilities in their home communities in ways that promote their ability to have positive control over the lives they have chosen for themselves. We offer services in the community, help integrate individuals into home environments and operate 10 homes that offer the individuals we serve a safe environment in which to live. We have homes that specialize and focus on providing a safe environment for a specific part of the population we serve. With our homes we operate we want individuals to be safe, happy and to feel truly at home.

Chief Financial Officer 2018 – Present

- Propose financial strategy alternatives to the Executive Director, Finance Committee and Board of Directors.
- Implement financial strategies as approved.
- Prepare, study and analyze the financial operations of the agency.
- Represent the Agency's interests with funding sources, government officials, agency staff, vendors and other constituents.
- Manage Fiscal meetings, Budget approval, Advanced Authorization budget review.
- Supervise the preparation and implementation of the agency.
- Present reports to the Board of Directors, staff, funding sources, vendors and other constituents.
- Monitor the financial performance of each department and propose improvements where indicated.
- Coordinate the annual audit and act as a liaison with the auditors.

Controller 2014 – 2018

- Direct management of Business Office Staff
- Monthly financial statement preparation
- Development of staff in an environment full of changes to ensure employee longevity, individual personal satisfaction and financial success for Community Bridges
- Design financial policies and procedures to eliminate duplication of effort, maximize efficiencies and ensure protection of company interests.
- Internal controls

- Medicaid utilization analysis for 40 million dollar contract with the State of New Hampshire. In our non-profit environment we must provide timely analysis of how well we utilize the contracted funds our agency has been awarded and provide meaningful information to management to make informed decisions.
- Interface with Program managers to help them understand the revenue their programs are expected to generate and to identify areas where their programs are successful and areas that need to be reviewed because they are not maximizing revenue. I work as a partner with these managers to analyze what is happening, areas of opportunity to improve and to reduce redundant efforts.
- Month end journal entries and revenue analysis.
- Special projects – have included working with our programmer to design, build, test and launch of a billing system to pay Vendor Contracts that are approximately 15 Million per year. The second phase of this project was the design, build, test and launch of an automated analytical tool to automate the analysis of our real time Medicaid Contract utilization. Our Medicaid contract is over four thousand lines that are individually analyzed. This tool takes information from four systems and combines them into a condensed format for review.

Senior Accountant 2011 – 2012

- Vendor Contract creation, maintenance, reconciliation, and Customer Service
- State Medicaid Funding Liaison
- Payroll entries and Payroll Quarterly reconciliation
- Reconciliation of Balance Sheet accounts
- Assist in month end close
- Assist in annual Audit
- Vendor Contract Budget
- Grant Reporting

2010 – 2011 General Ledger Accountant

Lutheran Social Services of New England - LCS-MA - 14 Million in Revenue per year - A Lutheran Based Non-profit organization with Service Lines in the following areas: Services for New Americans – helping individuals get homes and build lives, Developmental Disabilities, Adoption, Foster Care, Disaster Recovery, and At Risk Teens in Therapeutic Homes.

- Full Financial Statement Preparation
- Analysis of P & L Account Variances
- Management of Monthly changes in Assets
- Report P & L Variances to Service Line Manager and Controller
- Daily and Monthly management of General Ledger
- Monthly Analysis of Balance Sheet Accounts for variances

2004 – 2009 Accounting Manager/Business Analyst

~~CONFIDENTIAL INFORMATION~~

Ann P. Potoczak

Key Qualifications

DHHS System Knowledge
Project Management Skills
Management of Programs
Workforce Development
Budgets
Management Mentoring
Interpersonal/Communication

Professional Experience

Community Bridges
70 Pembroke Road
Concord NH 03301

Vice President of Community Services

February 2014-Present

Provide for administrative oversight of community service programs offered through the agency and contracted provider agency activities that address community services and supports as identified by the Executive Director.

Supervise Directors, providing direction, support, and communicating out strategic goals to meet all community based services with a high level of quality.

Assess on-going operations and identify current and projected interests of those served by the agency to develop plans for improvement and new development. Collaborate with members of the senior management team and the Executive Director to develop and implement projects that strengthen agency capacity to meet our mission.

Works together with other Vice Presidents to meet operational needs.

Provide regular reports to the Executive Director on activities and critical issues facing the organization.

Promote leadership development within the agency and a culture of respect, positive relationship and responsibility.

Provide reports to the board of directors through personal presentations as identified by the Executive Director.

Provide agency oversight in the absence of the Executive Director as assigned.

Director of Community Services ~~Executive Director~~ August 2007-February 2014

The Director of Community Services is responsible for assuring the Community Bridges and the regional provider agencies comply with applicable regulations and regional standards of practice and provide supports and services that support all aspects of the agency mission.

Responsible for reviewing support needs assessments and managing the agency waiting list. Assuring that information on eligible applicants for services is evaluated and integrated into agency planning in accordance with Community Bridges policy and regulations.

Provide statistical analysis and recommendations of the agency quality assurance indicators.

Act as the agency HIPAA Compliance Officer as well as the complaint investigator for service related issues.

Provide for daily oversight of program operations for agency functions and provider agency functions that address community services and supports.

Assure that staff, managers and provider agencies protect and demonstrate respect for each person's legal, civil, and human rights.

Provides staff and provider agency trainings, reviews client records and analyzes data to assure with regulations regarding rights, and provides technical assistance to individuals, families, and guardians regarding rights upon request.

Oversee and supervises the Director of Residential and Day Services provided by Community Bridges as well as the Quality Assurance Coordinator

Participates and coordinates projects for the agency as they relate to the individuals who are provided services.

Participate in numerous Statewide Collaborative Projects with the Bureau of Developmental Services and Department of Health and Human Services

Quality Assurance Coordinator

July 2003 – August 2007

Responsible for assuring the Community Bridges and regional provider agencies comply with applicable regulations and provide supports and services that protect and respect individual rights.

Provide statistical analysis and recommendations of the agency quality assurance activities based on indicator.

Other duties included in this position are Complaint investigator, Vendor Liaison, HIPAA Compliance Officer, Coordinator of Self Advocacy Groups, and Management of the Waiting List. All of these activities required reporting to the Chief Operating Officer and Executive Director.

Intake and Waitlist Coordinator

July 2000 -August 2007

Responsible for all aspects of the intake process.

Reviewed the clinical information for eligibility as defined by state standards for the Developmentally Disabled and Acquired Brain Disorders.

Made Eligibility Determinations based on the information provided.

Monitoring the consumer's needs and assisting them with connections to the community until services are developed.

Maintained information for the Awaiting Services List for the Bureau of Developmental Services. Creating reports utilizing ACCESS and EXCEL formats for internal and external tracking.

Director of Service Coordination and Monitoring

July 1997 to June 2000

Responsible for the effective implementation of support services to adults and families from initial eligibility determinations to the creation and monitoring of comprehensive plans of life long support.

Insures that the information on eligible applicants for service is integrated into agency strategic planning and assist in service development strategies.

Oversee all case management and family support departments' clinical and fiscal activities and monitor that they remain flexible and responsive to the changing individual needs of the consumers.

Provide liaison functions with external community organizations to promote the interests of quality case management and the overall mission of the agency. Oversee quality enhancement activity, which monitors system outcome measures for consumer's health and safety.

Developed policies and procedures for the departments under my supervision. Designated complaint investigator for consumer rights violations as well as the forensic coordinator for services that fall under legal/court monitoring.

Case Management Supervisor

August 1989 to July 1997

Provided supervision and direction to 8 case managers who monitored and advocated for the developmentally disabled and persons with acquired brain disorders.

Assured services were timely and appropriate based on state standards.

Provided orientation to new case managers and facilitated weekly staff meetings.

Acted as the Area Agency complaint investigator for eligibility determination appeals.

Managed case management emergency funds, oversight of Rep-payee accounts, and maintained fiscal budget expenditures for the department.

Provided management all ISP generated data for tracking and program development.

Case Manager

August 1986 to August 1989

Responsible for coordinating services and providing assistance, advocacy, and crisis intervention to individuals having developmental impairments.

Facilitated the development of Individual Service Plans, monitored progress of goals and advocated on a systems level for program development.

Committee Involvement

- Project manager and Coordinator for Project SEARCH, a collaborative between Concord Hospital, The Concord School district, Vocational Rehabilitation and Community Bridges
- Member of the Statewide Employment Committee to Develop Best Practices
- Member of the design and beta testing for the statewide Waiting List software
- Member of the New Hampshire Brain Injury Provider Council
- Past Member of Collaborative for Elder Service changes in Merrimack County
- Past Member of Police/Court Committee covering Merrimack County
- Board member for the Concord American Little League 1997-2002
- Member of task force to seek better collaboration among agencies providing Parenting Skills
- Involvement in DUCK database design for the New Hampshire Developmental Service System

Education

BACHELOR OF SCIENCE DEGREE

December 1982

Bridgewater State College, Bridgewater MA.

Major - Physical Education; concentration Motor Development

Massachusetts Teaching Certification K-8

Minor - Psychology

Certificate Program in Non Profit Management and Leadership

August 2015 to May 2016

Institute for Non Profit Practice

In Affiliation with the Jonathan M. Tisch College of Civic Life at Tufts University

Computer Skills and Trainings: Outlook, Access, Excel, MSWORD, Mindjet Project Manager, Person Centered Thinking, Futures Planning

Achievements and Awards:

1999 Recipient of the Noyes Award for Leadership

Active participant in the Agencies activity and award of The Council on Quality Accreditation

Initiated and completed a One Million Dollar construction project for the agencies START Center (Systemic Therapeutic Assessment, Respite and Treatment Center)

Provide over site and Supervision for the initial START Center program

RICHARD E. ROYSE

PROFESSIONAL BACKGROUND & EXPERIENCE

A supportive leader with thirty five plus years of proven executive management experience in medium size complex nonprofit organizational structures with fiscal responsibilities exceeding \$40 M covering multiple counties including both rural and urban environments and a labor force of 600 plus employees. Professionally recognized for visionary, results oriented abilities.

STRENGTHS

Positive solution oriented leader; insightful; knowledge and ability to effectively access and blend an array of public and private funding sources; collaboration; recognizes people, talent and effort, a positive effective mentor.

Community Bridges
Executive Director

November 2015 – Present

Provide executive leadership for Community Bridges which serves as an Area Agency \$39M providing Case Management, Residential, Day, Early Intervention, and an array of Clinical services to over a thousand families and contracting with 18 vendor service provider agencies.

InAlliance
Executive Director

March 2014 – October 2015

Provide transition executive leadership for rapidly growing organization serving 8 counties with 480 staff that had no succession plan with several key executive staff who had or were scheduled to retire over two year period. Added accomplishments, merger of two major departments, \$2M service expansion, selection and implementation of staff in key roles throughout organization, creation of leadership team including a succession plan, overhaul of IT infrastructure.

East Middlesex ARC
Executive Director

April 2012 – December 2013

Provide transition executive leadership for organization 280 staff taking corrective action in housing, day & employment services. Addressed years of deferred maintenance and increasing HUD rent subsidies. \$1.2M in service expansion and realigned business model in keeping with federal CMS and State regulatory changes.

Consulting Services

President

January 2010 – March 2012

Management consulting services to organizations in six states with major focus on Capital funding plans (Primarily Housing Development) blending federal (HUD 202, 811, 236, HOME, CDBG, McKinney, EDA Bonds, Mental Health, etc.) and state capital sources with operating/contract dollars to ensure long term stability; the evolution of federal and state policies/funding requirements; Waiver Plans and related service realignment including the shift to Managed Care Organizations within the Long Term Support Services System (MLTSS); the evolution of Person Centered Planning, staff development and quality assurance systems.

New Concepts

Executive Director

April 1997 – December 2009

Successful turnaround of nonprofit restoring fiscal and operational stability. Corrective Action Included timely completion of Chapter 11 reorganization, creation of internal controls and transparent accountability process, Board development, Collective Bargaining negotiations and ongoing relations. Once stable we were successful in completing a housing development plan involving a variety of Housing funding sources including County and Federal funding resulting in \$1.2 M in service expansion. Likewise, Day program services were expanded with completion of barrier free building renovation plan.

Details regarding additional executive management experience with three other agencies dating from 1980 to 1997 available upon request. Includes development of Small ICF group Homes as part of Class Action Litigation response, development and operation of \$10M in HUD 811 housing units, HUD 236 Insured Mortgage refinancing, Special Needs Bond financing.

Education BSW University of Kansas
 MSW University of Kansas

Related Professional/Community Activities

- Public School Board Member and Referendum Committee Chairperson
- County & Statewide Task Forces on Affordable Housing
- Medicaid Waiver Task Forces
- Publications on Independent Living, Barrier Free Housing, Comprehensive Evaluation Systems as State Planning Tool

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Community Bridges

Name of Program/Service:

Developmental & Acquired Brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Richard Royse - Executive Director	\$143,000	100.00%	\$143,000.00
Rae Tanguay - CFO	\$100,000	100.00%	\$100,000.00
Ann Potoczak - Associate Executive Director	\$100,000	100.00%	\$100,000.00
Sherry Harding - VP Human Resources	\$82,500	100.00%	\$82,500.00
Tracey Lonergan - VP Admin Operations	\$73,000	100.00%	\$73,000.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$498,500.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

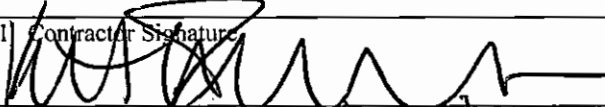
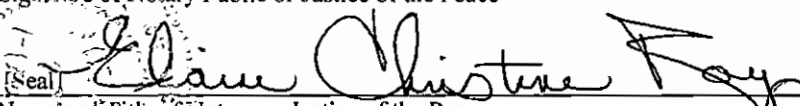
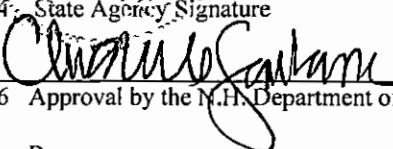
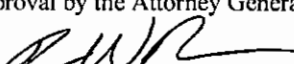
Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-10)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Crossroads, Inc.		1.4 Contractor Address 8 Commerce Drive Atkinson NH 03811	
1.5 Contractor Phone Number 603-893-1299 ex 317	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$4,130,618.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Fertala, Board Chair	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>5/21/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in full capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Christine Roy, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Sankar, Director DTSJ	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

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- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services

[Signature]

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- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost

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of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall

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participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;

2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;

2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and

2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. Wait List Registry

2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

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2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals

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who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(c)(X)(i) and Section 441.710(a)(1)(ii).

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2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{divided by year to date debt service (principal and interest) over the next twelve (12) months.}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{divided by total assets.}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

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- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

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2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.12.9. Contractors Request for Extension of Financial Filing Deadlines.

2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:

2.12.9.1.1. Requests shall be made in writing;

2.12.9.1.2. Requests shall be sent to the director or designee;

2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.12.9.1.4. Requests shall include the following:

2.12.9.1.4.1. Contact information;

2.12.9.1.4.2. Reason for requesting the extension; and

2.12.9.1.4.3. New requested deadline.

2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

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Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region X defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

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4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis

440

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.

[Signature]



- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
 - 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
 - 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
 - 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
 - 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
 - 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.

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- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicat ed Families to be Served	Number of Unduplicat ed Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
405	0	228	177	119,600

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."



- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 391 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 37 individuals with developmental disabilities.

[Signature]

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- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$4,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

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11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

[Signature]

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13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.
- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

14. Statewide Support:

- 14.1. The Contractor it will provide statewide assistance and:
 - 14.1.1. Support to the Family Support Conference by providing a staff person to act as the Coordinator of the Conference in concert with the Family Support Conference Committee;
 - 14.1.2. Support to People First, by serving as the Fiscal Agent;
 - 14.1.3. Coordination of Statewide Training Initiatives; and
 - 14.1.4. Coordination of Part C Training Initiatives.
- 14.2. The Contractor shall provide for Department approval a work plan for each of the activities in Section 16.1.1 through 16.1.4 within thirty (30) days of the contract effective date. The Contractor shall include in the work plan the following:
 - 14.2.1. Activities to be completed
 - 14.2.2. Date the activities are to be completed.
 - 14.2.3. Who will complete the activities.
- 14.3. The Contractor shall report quarterly on each work plan in Section 16.2 above and provide a progress report of activities completed, activities to be completed and foreseen barriers and recommended solutions to handle those barriers.

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Exhibit A-2 Community Crossroads

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	25	57937
Services			
	Day	153	554601
	SEP	8	22945
In Home Support Services			
	In Home Supports	35	416
Residences Which May Also Provide Community Participation Services			
	Day	63	249748
	Residential	76	23324
Residential Services			
	Residential	67	20368
Services to Persons With Acquired Brain Disorders			
	Day	8	26720
	Residential	18	5871
	Consolidated Services	1	12
Participant Directed and Managed Services			
	Consolidated Services	63	776



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$72,851.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children who have Autism**
- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 7. Payment for Continuing Education Assistance**
- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.


Date 5/21/18



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

[Signature]
Date 5/24/18



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.


PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

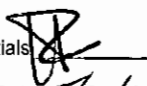
SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.


Date 5/21/18



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State. 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement


5/24/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency


5/21/18



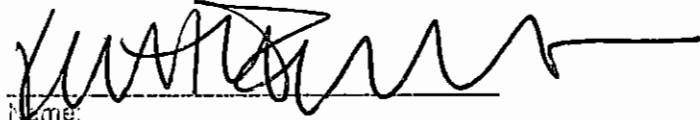
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date 5/21/18


Name: _____
Title BOARD CHAIR



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/21/18
Date

[Signature]
Name:
Title: BOARD CHAIR

Exhibit E -- Certification Regarding Lobbying

Contractor Initials [Signature]



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date 5/21/18


Name: David Chant
Title: Board Chair

Contractor Initials



Date 5/21/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/24/18
Date

[Signature]
Name:
Title: BOARD CHAIR

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

[Signature]



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

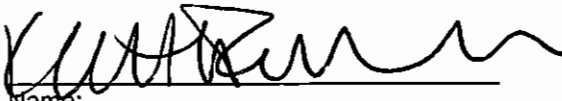
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date 5/24/18


Name: _____
Title: BOARD CHAIR


Contractor Initials 
Date 5/24/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
5/21/18



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials 

Date 5/21/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State


Signature of Authorized Representative

Christine Santanelli
Name of Authorized Representative

Director, DHPSS
Title of Authorized Representative

5/23/18
Date

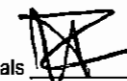
Community Crossroads, Inc
Name of the Contractor


Signature of Authorized Representative

Kenneth Ferreira
Name of Authorized Representative

Bowen Chantz
Title of Authorized Representative

6/21/18
Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

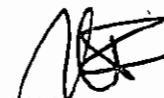
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Date 5/24/18

Contractor Name:



Name: BOARD CHAIR
Title:

Contractor Initials 
Date 5/24/18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 184213387
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire. Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.)
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire

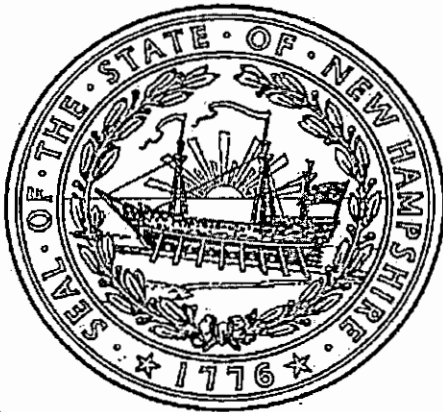
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY CROSSROADS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 19, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64839

Certificate Number : 0004083154



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, John DeBaun, do hereby certify that:


1. I am a duly elected Officer of Community Crossroads Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 12, 2018;

RESOLVED: That the President

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2018.

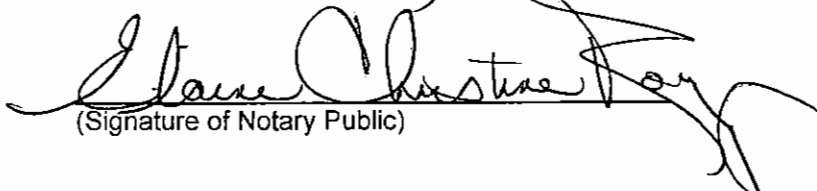
4. Kenneth Ferreira is the duly elected President of the Agency.


Signature of Elected Officer

STATE OF NEW HAMPSHIRE

County of Roxbury

The forgoing instrument was acknowledged before me this 21st day of May, 2018,
by John DeBaun.


(Signature of Notary Public)

(NOTARY SEAL)

Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carrie Morgan PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com	
INSURED Community Crossroads, Inc. 8 Commerce Drive Atkinson NH 03811		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: NY Marine & General Ins Co 16608 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 All lines w/E. Dish **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1733968	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1733969	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB606102	11/1/2017	11/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC201700007486 (3a.) NH All officers included	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime		PHPK1733968	11/1/2017	11/1/2018	Employee Dishonesty 500,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH
Dept of Health & Human Services (DHHS)
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

Jali Rho Franggos

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GUIDANCE. SUPPORT. ADVOCACY.

Mission

Our mission is to provide people in need of long term supports, either through age or disability, with the information, guidance, support and advocacy they need to remain in their chosen homes and live full, independent lives.

Vision for Those We Serve

We envision a day when people with long-term care needs will take their place as full citizens within their communities and have equal opportunities to pursue life, liberty and happiness.

We envision a day when they will live full and independent lives – lives that include:

1. A clear vision for their own future with a sense of hope, possibility, and direction
2. A wide range of choices and the ability to determine how to live their lives
3. Strong, healthy relationships with family and friends
4. A safe and stable home to live in as long as they choose
5. Meaningful employment and a livable wage during their working years
6. A broader community that recognizes their individuality, gifts, and talents.
7. The flexible supports and services they need to live their lives.
8. Accessing all of their civil rights.

Guiding Principles

We believe that those we serve:

1. Should have a broad range of choices
2. Can and should direct their lives. We provide present options and link them to supports, but they are the "drivers."
3. Need and deserve natural systems of support and relationships
4. Have needs that will change over the course of their lives
5. Thrive best when they are fully included in their communities and live in non-institutional settings

We believe that in order to achieve our mission we must...

1. Respect the uniqueness of every person and family
2. Truly listen to those we serve
3. Provide flexible, person-centered support
4. Use data to improve the quality of our services
5. Pay attention and adapt to changes in our environment and to the changing needs of those we serve
6. Always advocate for the full civil rights of those we serve

Financial Statements

COMMUNITY CROSSROADS, INC.

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY CROSSROADS, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

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To the Board of Directors of
Community Crossroads, Inc.
Atkinson, New Hampshire

**Leone,
McDonnell
& Roberts**
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Community Crossroads, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Crossroads, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues on **pages 18 & 19** are presented for purposes of additional analysis, and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Lone, McDonnell & Roberts
Professional Association

January 24, 2018
Dover, New Hampshire

COMMUNITY CROSSROADS, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,412,189	\$ 1,945,422
Accounts receivable	2,085,068	2,211,438
Due from other area agencies	3,372	12,925
Investments	782,234	710,571
Other current assets	59,227	82,123
Total current assets	<u>4,342,090</u>	<u>4,962,479</u>
PROPERTY AND EQUIPMENT, NET	<u>1,091,789</u>	<u>1,139,884</u>
Total assets	<u>\$ 5,433,879</u>	<u>\$ 6,102,363</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 62,382	\$ 60,244
Accounts payable	1,518,586	1,543,321
Refundable advances	618,505	1,008,031
Accrued expenses	49,205	74,911
Accrued payroll, benefits and related taxes	263,015	297,142
Total current liabilities	<u>2,511,693</u>	<u>2,983,649</u>
LONG TERM LIABILITIES		
Long term debt, net of current portion	<u>617,585</u>	<u>679,635</u>
Total liabilities	<u>3,129,278</u>	<u>3,663,284</u>
NET ASSETS		
Unrestricted	<u>2,304,601</u>	<u>2,439,079</u>
Total liabilities and net assets	<u>\$ 5,433,879</u>	<u>\$ 6,102,363</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
SUPPORT AND REVENUES		
Medicaid	\$ 22,970,165	\$ 22,886,509
State of NH - DHHS	1,220,848	913,055
Federal grant - DHHS	257,127	435,034
Rent income	125,871	146,146
Client resources	140,962	134,822
Third party insurance	14,901	14,279
Production/service income	51,979	161,389
Residential fees	129,428	138,863
Contributions and miscellaneous grants	7,715	6,592
Interest and dividends	35,427	30,173
Net realized gain on investments	14,626	16,284
Net unrealized gain (loss) on investments	21,174	(41,148)
Gain on sale of equipment	1,000	1,500
Fundraising	90,360	127,692
Other revenues	21,424	15,913
	<hr/>	<hr/>
Total support and revenues	25,103,007	24,987,103
	<hr/>	<hr/>
FUNCTIONAL EXPENSES		
Program Services:		
Case management	1,143,269	1,322,666
Other DHHS funded programs	22,493,911	21,956,188
	<hr/>	<hr/>
Total program services	23,637,180	23,278,854
	<hr/>	<hr/>
Supporting Activities:		
General management	1,342,782	1,304,533
Rental property management	165,440	149,084
Fundraising	92,083	90,342
	<hr/>	<hr/>
Total supporting activities	1,600,305	1,543,959
	<hr/>	<hr/>
Total functional expenses	25,237,485	24,822,813
	<hr/>	<hr/>
(DECREASE) INCREASE IN NET ASSETS	(134,478)	164,290
NET ASSETS, BEGINNING OF YEAR	2,439,079	2,274,789
	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 2,304,601	\$ 2,439,079
	<hr/>	<hr/>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) increase in net assets	\$ (134,478)	\$ 164,290
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation	121,040	110,000
Net realized gain on investments	(14,626)	(16,284)
Net unrealized (gain) loss on investments	(21,174)	41,148
Gain on sale of property and equipment	(1,000)	(1,500)
Changes in operating assets and liabilities:		
Accounts receivable	126,370	(1,158,420)
Due from other area agencies	9,553	(10,473)
Other current assets	22,896	(2,412)
Accounts payable	(24,735)	(14,156)
Refundable advances	(389,526)	(123,246)
Accrued expenses	(25,706)	9,286
Accrued payroll, benefits and related taxes	<u>(34,127)</u>	<u>60,659</u>
NET CASH USED IN OPERATING ACTIVITIES	<u>(365,513)</u>	<u>(941,108)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(72,945)	(93,778)
Purchase of investments	(110,515)	(352,726)
Proceeds from sale of equipment	1,000	1,500
Proceeds from sale of investments	<u>74,652</u>	<u>327,397</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(107,808)</u>	<u>(117,607)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long term debt	<u>(59,912)</u>	<u>(59,805)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(59,912)</u>	<u>(59,805)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(533,233)	(1,118,520)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>1,945,422</u>	<u>3,063,942</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,412,189</u>	<u>\$ 1,945,422</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for interest during the year	<u>\$ 26,410</u>	<u>\$ 26,649</u>

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2017 Totals
Salaries, wages, benefits and taxes	\$ 812,767	\$ 302,589	\$ -	\$ 53,431	\$ -	\$ -	\$ 692,782	\$ 240,423	\$ 2,101,992	\$ 946,548	\$ 3,048,540	\$ 74,348	\$ -	\$ 3,122,888
Direct care contracted staff	4,247	1,856	289,651	-	131,581	-	2,885,572	28	3,312,935	-	3,312,935	-	-	3,312,935
Client evaluations	37,002	-	-	1,044,982	-	-	55,150	-	1,137,134	-	1,137,134	-	-	1,137,134
Medical and therapies	18,642	-	-	-	-	-	14,575	-	33,217	-	33,217	-	-	33,217
Accounting	-	-	-	-	-	-	1,700	-	1,700	13,775	15,475	-	-	15,475
Audit fees	-	-	-	-	-	-	-	-	-	30,000	30,000	-	-	30,000
Legal fees	2,963	850	-	195	-	-	-	-	4,008	2,244	6,252	194	-	6,448
Other professional fees	74,419	944	-	228,886	-	190	17,223	40	321,702	76,564	398,266	235	-	398,501
Subcontractors	-	-	-	-	3,451,034	-	11,652,925	-	15,103,959	-	15,103,959	-	-	15,103,959
Family Stipend for 521/525 services	-	-	-	-	-	-	595,015	-	595,015	-	595,015	-	-	595,015
Staff development	3,682	1,922	-	-	-	311,849	-	777	318,230	3,002	321,232	-	-	321,232
Mortgage expense	-	-	-	-	-	-	21,133	-	21,133	-	21,133	28,410	-	47,543
Utilities	9,002	2,582	-	591	-	-	4,776	-	16,951	8,079	25,030	5,114	-	30,144
Maintenance and repairs	9,678	2,777	-	638	-	-	5,311	-	18,402	7,328	25,730	44,996	-	70,725
Payment in lieu of taxes	-	-	-	-	-	-	5,188	-	5,188	-	5,188	-	-	5,188
Other occupancy costs	11,570	3,320	-	760	-	-	3,139	-	18,789	8,761	27,550	758	-	28,308
Office supplies	23,039	4,847	-	1,110	-	-	815	433	30,244	13,575	43,819	1,107	-	44,926
Building and household	2,383	684	-	156	-	-	1,917	-	5,140	1,761	6,901	1,367	-	8,268
Client consumables	-	-	-	-	-	-	5,040	-	5,040	-	5,040	-	-	5,040
Equipment rental	10,900	3,127	-	716	-	-	-	-	14,743	8,254	22,997	714	-	23,711
Depreciation	-	-	-	-	-	-	-	-	-	121,040	121,040	-	-	121,040
Advertising	339	-	-	-	-	-	-	100	439	75	514	25	-	539
Printing	896	256	-	59	-	-	-	-	1,211	2,314	3,525	59	-	3,584
Telephone and communications	14,380	4,126	-	944	-	-	-	-	19,450	10,950	30,400	941	-	31,341
Postage and shipping	4,928	1,414	-	324	-	-	-	-	6,666	3,945	10,611	323	-	10,934
Travel	39,184	8,405	-	5,602	1,218	7	81,408	19,750	155,574	8,593	164,167	6,756	-	170,923
Assistance to individuals	30,619	102,942	-	-	-	-	135,895	-	269,456	-	269,456	-	-	269,456
Insurance	20,709	5,816	-	1,354	-	-	3,019	-	30,998	18,613	49,611	1,350	-	50,961
Membership dues	-	15	-	-	-	-	-	65	80	1,185	1,265	-	-	1,265
Family assistance	-	74,300	-	-	-	-	-	-	74,300	-	74,300	125	-	74,425
Other expenses	11,920	435	-	81	-	517	-	531	13,484	56,176	69,660	619	92,083	162,362
Total	\$ 1,143,269	\$ 523,307	\$ 289,651	\$ 1,339,827	\$ 3,583,833	\$ 312,583	\$ 16,182,583	\$ 262,147	\$ 23,637,180	\$ 1,342,782	\$ 24,979,962	\$ 165,440	\$ 92,083	\$ 25,237,485

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program CFI Case Management	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	2016 Totals
Salaries, wages, benefits and taxes	\$ 871,264	\$ 282,233	\$ -	\$ 56,020	\$ -	\$ 413	\$ 626,601	\$ 154,279	\$ 1,890,810	\$ 828,238	\$ 2,919,048	\$ 54,685	\$ -	\$ 2,973,733
Direct care contracted staff	2,013	-	287,385	-	97,667	-	2,842,042	-	3,229,107	-	3,229,107	-	-	3,229,107
Client evaluations	28,646	-	-	1,111,275	90	-	60,417	-	1,200,428	-	1,200,428	-	-	1,200,428
Medical and therapies	28,192	-	-	-	-	-	21,847	-	49,839	-	49,839	-	-	49,839
Accounting	-	-	-	-	-	-	1,667	-	1,667	10,910	12,577	-	-	12,577
Audit fees	-	-	-	-	-	-	-	-	-	33,700	33,700	-	-	33,700
Legal fees	1,988	570	-	130	-	-	-	-	2,668	1,608	4,294	25	-	4,319
Other professional fees	185,321	1,218	-	94,501	-	-	17,625	139	298,804	60,864	359,668	273	-	359,941
Subcontractors	-	-	-	-	3,210,908	-	11,821,221	-	15,032,129	-	15,032,129	-	-	15,032,129
Family Stipend for 521/525 services	-	-	-	-	-	-	497,662	-	497,662	-	497,662	-	-	497,662
Staff development	778	1,642	-	-	-	214,559	-	661	217,640	21,890	239,530	-	-	239,530
Rent	-	-	-	-	-	-	4,500	-	4,500	-	4,500	-	-	4,500
Mortgage expense	-	-	-	-	-	-	20,781	-	20,781	-	20,781	28,849	-	47,430
Utilities	8,608	2,470	-	565	-	-	9,207	-	20,850	8,847	27,697	5,254	-	32,951
Maintenance and repairs	8,711	2,499	-	572	-	-	6,526	-	18,308	6,596	24,904	52,089	-	76,993
Other occupancy costs	12,144	3,485	-	798	-	-	8,405	-	24,632	9,196	34,028	785	-	34,823
Office supplies	14,369	4,088	-	936	-	-	2,148	918	22,457	11,704	34,161	1,232	-	35,393
Building and household	1,118	320	-	74	-	-	517	-	2,029	747	2,776	1,129	-	3,905
Client consumables	-	-	-	-	-	338	-	-	336	-	336	-	-	336
Equipment rental	10,988	3,153	-	722	-	-	-	-	14,863	8,320	23,183	719	-	23,902
Depreciation	-	-	-	-	-	-	-	-	-	110,000	110,000	-	-	110,000
Advertising	534	45	-	-	-	-	-	205	784	196	980	-	-	980
Printing	3,802	799	-	183	-	-	-	-	4,784	2,450	7,234	182	-	7,416
Telephone and communications	13,592	3,886	-	890	-	-	-	-	18,368	11,189	29,557	888	-	30,443
Postage and shipping	5,874	1,685	-	386	-	-	-	7	7,952	4,376	12,328	385	-	12,713
Travel	44,231	6,534	-	5,949	1,973	-	76,103	13,988	148,778	10,730	159,508	2,779	-	162,287
Assistance to individuals	50,240	135,571	-	-	-	-	149,342	-	335,153	-	335,153	-	-	335,153
Insurance	16,442	4,718	-	1,081	-	-	2,932	-	25,173	13,787	38,960	1,077	-	40,037
Membership dues	-	-	-	-	-	-	-	65	65	-	65	-	-	65
Family assistance	-	72,851	-	-	-	-	-	-	72,851	-	72,851	-	-	72,851
Other expenses	13,813	87	-	14	-	372	-	952	15,218	51,165	66,403	925	80,342	157,670
Total	\$ 1,322,666	\$ 527,834	\$ 287,385	\$ 1,274,096	\$ 3,310,638	\$ 215,680	\$ 16,169,343	\$ 171,212	\$ 23,278,854	\$ 1,304,533	\$ 24,583,387	\$ 149,084	\$ 90,342	\$ 24,822,813

See Notes to Financial Statements

COMMUNITY CROSSROADS, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Community Crossroads, Inc. (the Organization) is a private not-for-profit organization. It contracts with the State of New Hampshire Department of Health and Human Services (DHHS) to provide an array of community based services and support for those with developmental disabilities located in eleven New Hampshire towns, the largest being Plaistow, Derry and Salem. Its major function is the coordination of services and support for those who are eligible to receive them. The majority of funding is from two sources, DHHS and Medicaid. Every five years the Organization must be re-designated by the State as an area agency to provide community services. The Organization achieved re-designation in February 2008, for the period October 1, 2007 through September 30, 2012. In July 2012, August 2013, June 2014 and October 2015, the State extended the re-designation period for one additional year through September 2013, 2014, 2015 & 2016, respectively. The Organization achieved re-designation in April 2017, for the period of September 2016 through September 2021.

Method of Accounting

The financial statements of Community Crossroads, Inc. have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC).

Basis of Presentation

The financial statement presentation follows the recommendations of FASB ASC 958 *"Not-for-Profit Entities – Presentation of Financial Statements"*. Under ASC 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2017 and 2016, the Organization had only unrestricted net assets.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Donated Services

Donated services are recognized as contributions in accordance with ASC 958 if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. There were no items meeting these criteria for 2017 and 2016. No amounts have been reflected in the financial statements for donated services since the services do not meet the aforementioned criteria; however, a number of volunteers have donated time to the Organization's activities.

Fair Value of Financial Instruments

ASC 825, "*Financial Instruments*", requires the Organization to disclose estimated fair values for its financial instruments. The carrying amounts of cash and other current assets and current liabilities approximate fair value because of the short term nature of those instruments.

Cash Equivalents

It is the policy of the Organization to consider all cash instruments with a maturity date of three months or less to be cash equivalents. The Organization's cash equivalents at June 30, 2017 and 2016 were \$12,119 and \$14,811, respectively.

Investments

The Organization accounts for investments in marketable securities in accordance with ASC 320, "*Investments-Debt and Equity Securities*". Under ASC 320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position (see **Note 4** and **Note 5**). Unrealized gains and losses are included in the change in net assets.

Accounts Receivable

Accounts receivable are stated at unpaid balances, less an allowance for doubtful accounts. The Organization provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. The Organization considers accounts receivable to be fully collectable at June 30, 2017 and 2016. Accordingly, no allowance for doubtful accounts is considered necessary.

Property and Equipment

Property and equipment is stated at cost if purchased or at fair value at the date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific use. The Organization's policy is to capitalize costs for major improvements and charge repairs and maintenance currently for expenditures that do not extend the lives of the related assets.

The provision for depreciation is computed utilizing the straight line method over the estimated useful lives of the related assets, which range from 3 to 30 years.

Depreciation expense for the years ended June 30, 2017 and 2016 was \$121,040 and \$110,000, respectively.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Management has reviewed the tax positions for the Organization under ASC 740, "Accounting for Income Taxes", which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on their information returns for all open tax years (tax years ending June 30, 2015 - 2017), and has concluded that no provision for income tax is required in the Organization's financial statements.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting activities benefited.

Restricted and Unrestricted Revenue and Support

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions.

The Organization had no temporarily restricted or permanently restricted net assets at June 30, 2017 or 2016.

Advertising

Advertising costs are expensed as they are incurred.

Accrued Vacation

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is 100% vested with the employees. The amounts accrued at June 30, 2017 and 2016 were approximately \$203,000 and \$193,000, respectively.

NOTE 2. CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Organization to concentrations of credit and market risk consist of cash, investments, and accounts receivable. The Organization maintains substantially all of its cash on deposit in three financial institutions. Accounts at these institutions may at times, exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. There were deposits in excess of the insured limits of approximately \$1,064,000 and \$1,623,000 at June 30, 2017 and 2016, respectively. Of those excess amounts, \$933,000 and \$1,498,000, respectively, are insured by the Depositors Insurance Fund (DIF) at Massachusetts-chartered savings banks; therefore, at June 30, 2017, they were not uninsured. There was \$131,000 and \$125,000 uninsured at June 30, 2017 and 2016, respectively.

The Organization also uses a Sweep Repurchase Agreement in which a portion of its overnight bank deposit balances are swept into uninsured repurchase agreements. The repurchase agreements are backed by the U.S. Treasury.

With respect to investments, the Organization uses three investment firms to assist in providing a diversified portfolio of investments with strong credit ratings. The Organization is exposed to credit risks in the event of default by the issuers of investments to the extent recorded in the Statements of Financial Position.

The Organization received approximately 92% of its funding from Medicaid for each of the years ended June 30, 2017 and 2016. At June 30, 2017 and 2016, Medicaid accounted for approximately \$2,044,000 and \$2,099,000 of the balance in accounts receivable, respectively.

The Organization also received approximately 6% and 5% of its funding from DHHS for the years ended June 30, 2017 and 2016, respectively. At June 30, 2016, DHHS owed the Organization an amount on the fiscal year contract for 2016 of approximately \$68,000, which is included in the 2016 accounts receivable balance. The receivable is no longer outstanding at June 30, 2017.

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2017 and 2016 consists of the following:

	<u>Life In Years</u>	<u>2017</u>	<u>2016</u>
Buildings	25-30	\$ 1,763,920	\$ 1,763,920
Land	-	239,796	239,796
Equipment and furniture	3-5	472,389	457,894
Vehicles	5	89,548	80,747
Improvements	10-20	<u>584,036</u>	<u>558,586</u>
		3,149,689	3,100,943
Less accumulated depreciation		<u>(2,057,900)</u>	<u>(1,961,059)</u>
Total property and equipment, net		<u>\$ 1,091,789</u>	<u>\$ 1,139,884</u>

NOTE 4. INVESTMENTS

At June 30, 2017 and 2016, the Organization's investments consists of the following:

	<u>2017</u>		<u>2016</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Mutual funds	\$ 538,983	\$ 499,632	\$ 470,947	\$ 473,689
Exchange traded funds	<u>243,251</u>	<u>206,727</u>	<u>239,624</u>	<u>204,345</u>
Total	<u>\$ 782,234</u>	<u>\$ 706,359</u>	<u>\$ 710,571</u>	<u>\$ 678,034</u>

The values of the securities are subject to market fluctuations and are uninsured. See **Note 5** for fair value measurements.

NOTE 5. FAIR VALUE MEASUREMENTS

ASC 820, "*Fair Value Measurements and Disclosures*", establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2017 and 2016.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Organization at year end.

Exchange Traded Funds: Valued at quoted market prices of shares held by the Organization at year end.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

As of June 30, 2017 and 2016, the Organization's investments consisted of mutual funds and exchange traded funds, all of which utilize Level 1 measurements of fair value. The following table sets forth the Organization's investments as of June 30:

	<u>2017</u>	<u>2016</u>
Mutual funds, at fair value:		
Capital appreciation funds	\$ 60,813	\$ 55,165
Growth funds	238,978	214,533
Income funds	77,059	64,974
Bond funds	162,133	136,275
Exchange traded funds, at fair value:		
Fixed income funds	125,887	106,726
Capital appreciation funds	<u>117,364</u>	<u>132,898</u>
Total investments at fair value	<u>\$ 782,234</u>	<u>\$ 710,571</u>

NOTE 6. LONG TERM DEBT

Long term debt at June 30, 2017 and 2016 consists of the following:

	<u>2017</u>	<u>2016</u>
Adjustable rate mortgage note payable to a bank in monthly installments of \$1,154 for principal and interest at 3.18%. Any interest rate change, based on change in the base rate, will not occur more often than every five years, beginning May 5, 2013. The note is subject to a prepayment penalty provision whereby the penalty amount decreases from 5% to 1% during the first five years of the loan. There is no prepayment penalty for the remainder of the term. The note is secured by real estate and is due May 2028.	\$ 126,310	\$ 135,911

Adjustable rate mortgage note payable to a bank in monthly installments of \$3,566 for principal and interest at 4.28% through February 2018. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The note is secured by real estate and is due January 2024.

364,969 395,380

Adjustable rate mortgage note payable to a bank in monthly installments of \$1,354 for principal and interest at a rate of 5.00% through January 2021, previously 5.25% through January 2016. After the initial five years and the end of each subsequent review period of five years, the interest rate shall be adjusted to the prevailing Five-Year Federal Home Loan Bank of Boston Regular Classic Advance Rate index plus 2.50%. The loan is secured by real estate and is due December 2030.

160,179 168,220

Loan payable to a bank in monthly installments of \$1,107 of principal and interest at a rate of 4%. The loan is secured by real estate and is due in September 2019.

28,509	40,368
679,967	739,879
(62,382)	(60,244)

Less current portion

<u>\$ 617,585</u>	<u>\$ 679,635</u>
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Future repayments on the long term debt are scheduled as follows:

2018	\$ 62,382
2019	64,665
2020	56,913
2021	55,554
2022	57,539
Thereafter	<u>382,914</u>
	<u>\$ 679,967</u>

NOTE 7. LINE OF CREDIT

The Organization has a \$500,000 line of credit (LOC) with a bank that is due on demand and secured by all assets of the Organization. The interest rate is based on the Wall Street Journal Prime Rate plus 1%. The LOC is subject to annual renewal. There were no advances from the LOC during the years ended June 30, 2017 or 2016.

NOTE 8. REFUNDABLE ADVANCES

Under the terms of the Organization's agreement with DHHS, the agency receives advances during the year based on an approved and/or revised budget.

At the end of each fiscal year, if the amounts advanced exceed actual expenses, the Organization must receive State approval to spend the excess for specific purposes. The State has the option to request the return of the excess.

The Organization defers the recognition of the revenue until the year in which the funds are spent for the purpose agreed to by the State, or the Organization is notified that it can use the excess for general purposes. Refundable advances of \$618,505 and \$1,008,031 at June 30, 2017 and 2016, respectively, consist of unexpended funds, that have been designated by the DHHS for a specific purpose.

NOTE 9. DEFINED CONTRIBUTION PLAN

The Organization has a 403(b) plan that covers substantially all employees. Participating employees may elect to contribute, on a tax deferred basis, a portion of their compensation in accordance with the Internal Revenue Code. Employees become eligible to participate after three months of employment. Employer contributions to the plan amounted to \$105,561 and \$84,933 in 2017 and 2016, respectively.

NOTE 10. CLIENT FUNDS

The Organization serves as a custodian of funds on behalf of certain consumers. No asset or liability has been recorded for this amount. Client funds held by the Organization were approximately \$342,000 and \$303,000 as of June 30, 2017 and 2016, respectively.

NOTE 11. SPECIAL EVENTS AND FUNDRAISING

Each year the Organization holds fundraising and special events to help support various programs and projects. The following amounts comprised the net revenues from special events and fundraising as of:

	<u>2017</u>	<u>2016</u>
Golf tournament revenue	\$ 46,668	\$ 35,799
Less: golf tournament expense	<u>(22,042)</u>	<u>(19,147)</u>
Net golf tournament revenue	<u>24,626</u>	<u>16,652</u>
Other special events revenue	37,651	36,021
Gaming activities	6,041	55,872
Less: other special events expenses	<u>(12,858)</u>	<u>(13,154)</u>
Net other special events revenue	<u>30,834</u>	<u>78,739</u>
Special events and fundraising, net	<u>\$ 55,460</u>	<u>\$ 95,391</u>

NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 24, 2018, the date the financial statements were available for issuance.

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2017**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program CFI Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non- DHHS Programs	2017 Total
Medicaid	\$ 918,568	\$ 187,079	\$ 311,716	\$ 387,386	\$ 3,796,910	\$ -	\$ 17,081,772	\$ 286,736	\$ 22,970,185	\$ -	\$ 22,970,185	\$ -	\$ -	\$ -	\$ 22,970,185
State of NH - DHHS	-	-	-	-	-	-	-	-	-	1,222,032	1,222,032	(1,184)	-	-	1,220,848
Federal grant - DHHS	-	-	-	150,392	-	108,735	-	-	257,127	-	257,127	-	-	-	257,127
Rent income	-	-	-	-	-	-	-	-	-	-	-	125,871	-	-	125,871
Client resources	-	-	-	-	16,480	-	124,502	-	140,982	-	140,982	-	-	-	140,982
Third party insurance	-	-	-	14,901	-	-	-	-	14,901	-	14,901	-	-	-	14,901
Production/service income	-	-	-	-	-	-	-	-	-	51,979	51,979	-	-	-	51,979
Residential fees	-	-	-	-	-	-	129,428	-	129,428	-	129,428	-	-	-	129,428
Contributions and grants	-	-	-	-	-	-	-	-	-	7,715	7,715	-	-	-	7,715
Interest and dividends	-	-	-	-	-	-	-	-	-	33,171	33,171	2,258	-	-	35,427
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	14,626	14,626
Net unrealized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	21,174	21,174
Gain on sale of property & equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	1,000
Other revenues	-	6,378	11,250	-	-	60	-	-	17,688	3,736	21,424	-	90,360	-	111,784
Total	\$ 918,568	\$ 193,457	\$ 322,966	\$ 552,679	\$ 3,813,370	\$ 108,795	\$ 17,335,702	\$ 286,736	\$ 23,530,271	\$ 1,318,833	\$ 24,848,904	\$ 128,943	\$ 90,360	\$ 36,800	\$ 25,103,007

See Independent Auditors' Report

COMMUNITY CROSSROADS, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2016**

	Case Management	Family Support	Respite Care	Early Intervention	Adult Day Activity	Other DHHS Programs	Residential & Day	Program CFI Case Mgmt	Total Program Services	General Management	Total DHHS Funded	Rental Properties	Fundraising	Other Non- DHHS Programs	2016 Total
Medicaid	\$ 942,931	\$ 231,588	\$ 281,634	\$ 421,262	\$ 3,644,971	\$ -	\$ 17,127,648	\$ 236,475	\$ 22,886,509	\$ -	\$ 22,886,509	\$ -	\$ -	\$ -	\$ 22,886,509
State of NH - DHHS	-	-	-	-	-	-	-	-	-	913,055	913,055	-	-	-	913,055
Federal grant - DHHS	-	-	-	329,825	-	105,109	-	-	435,034	-	435,034	-	-	-	435,034
Rent income	-	-	-	-	-	-	-	-	-	-	-	146,146	-	-	146,146
Client resources	-	-	-	-	17,611	-	117,211	-	134,822	-	134,822	-	-	-	134,822
Third party insurance	-	-	-	14,279	-	-	-	-	14,279	-	14,279	-	-	-	14,279
Production/service income	125,449	-	-	-	-	-	-	-	125,449	35,940	161,389	-	-	-	161,389
Residential fees	-	-	-	-	-	-	138,863	-	138,863	-	138,863	-	-	-	138,863
Contributions and miscellaneous grants	-	-	-	-	-	-	-	-	-	6,592	6,592	-	-	-	6,592
Interest and dividends	-	-	-	-	-	-	-	-	-	27,677	27,677	2,496	-	-	30,173
Net realized gain on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	16,284	16,284
Net unrealized loss on investments	-	-	-	-	-	-	-	-	-	-	-	-	-	(41,148)	(41,148)
Gain on sale of property & equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	1,500
Other revenues	-	-	15,000	10,650	-	20	-	-	25,670	(12,934)	12,736	3,177	127,692	-	143,605
Total	\$ 1,068,380	\$ 231,588	\$ 296,634	\$ 776,116	\$ 3,662,582	\$ 105,129	\$ 17,383,722	\$ 236,475	\$ 23,760,626	\$ 970,330	\$ 24,730,956	\$ 151,819	\$ 127,692	\$ (23,384)	\$ 24,887,103

See Independent Auditors' Report

Community Crossroads Board of Directors Membership Roster

	Town Represented		
Lorraine Butler	Derry	©	Consumer
Kathleen Dayotis	Atkinson		
John DeBaun	Sandown		
Jim Dickerson, DMD	Salem		
Kenneth Ferreira		©	Family Member
Cathy Forgit	Hampstead	©	Family Member
Dawn George	Hampstead		
Elaine Lavin	Salem	©	Family Member
Robin Knight	Sandown	©	Family Member
Cathy Spinney	Pelham		Family Member
Linda Steir	Atkinson	©	Family Member
Barbara Strzykalski	Atkinson	©	Family Member
James Watson	Derry	©	Family Member
Laurie Giguere	Salem	©	(Liaison from Family Support Council)

**© denotes Consumer

Officers:

Kenneth Ferreira, President KTFJR@comcast.net
 Jim Watson, Vice President
 John DeBaun, Treasurer cgolfer@comcast.net
 Cathy Forgit, Secretary

Updated 4/13/18

Dennis Powers

Summary of Qualifications

Professional Experience:

- Extensive career in health and human services with emphasis on support of people with disabilities.
- Senior administrative experience in state government and private community organizations.
- Managed large numbers of employees in various settings and operating budgets up to \$168 million.

Non Profit Experience:

- Chief Executive Officer of two private not-for-profit corporations in New Hampshire since 1990.
- Served on several non-profit Boards. President of HEARTS, Inc. (1990 – 1995) and President of Community Support Network, Inc. (1999 – 2000).

Employment Experience

2011- Present
Community Crossroads
Atkinson, NH

President and Chief Executive Officer

Serve as the CEO of a non- profit corporation with an operating budget of \$24 million, serving 1,100 individuals and families in the Merrimack Valley. Responsible for strategic visioning, community outreach, new business development, and relationships with funding agencies. Currently developing supports to elders through Independent Service Coordination while continuing to serve adults and children with developmental disabilities and adults with acquired brain disorders.

2003 - 2011
Community Support Network, Inc.
Concord, NH

Executive Director

Served as Chief Executive Officer of a not-for-profit association representing the 10 regional area agencies for developmental services in New Hampshire. Primarily responsible for legislative advocacy; promotion of best practices; development of new business opportunities; quality improvement and public education. In 2007 worked with legislative leadership to draft S.B.138, which effectively ended the waiting list for services in New Hampshire. In 2010 produced the film *Lost in Laconia*.

2002 – 2003

NH Department of Health and Human Services

Division of Developmental Services

Concord, NH

Director

Served as State Director of a nationally recognized community system serving 10,000 people with developmental disabilities and acquired brain disorders and their families.

Major responsibilities included managing a \$168 million budget; negotiating with federal funding sources such as CMS; representing the Division before the Governor and various legislative committees; managing two class action lawsuits; and oversight of three Medicaid Community Care Waivers.

1990 – 2002

Region 10 Community Support Services

Atkinson, NH

Executive Director

Chief Executive Officer of a not-for-profit corporation serving as the regional area agency coordinating supports to over 600 individuals with developmental disabilities from birth to elder years in southern New Hampshire.

Services included: Housing, Job Support, Service Coordination, Family Support, Early Supports and Services and other supports as needed. Region Ten was a participant in several national initiatives including the Home of Your Own Program and the Robert Wood Johnson Foundation Self Determination Project. Managed operating budget of \$11.5 million including federal, state, and fundraising dollars..

1988 – 1990

Career Paths

Harrisonburg, Virginia

Chief Executive Officer

Co-founder and CEO of a private employment referral network for human services professionals. Responsibilities included financial management of the organization strategic planning and development of relationships with public and private agencies nationwide providing services in mental health, substance abuse, and developmental disabilities.

1985 – 1988

Department of Internal Medicine

Medical College of Virginia /

Virginia Commonwealth University

Richmond, Virginia

Administrator

Administratively responsible for the Department of Internal Medicine at a large state-supported academic health center. Major responsibilities involved management of a \$14 million budget including \$7 million in direct federal grant support; management of human resources including 160 faculty positions, 150 classified staff, 50 hourly employees, and 150 Housestaff (Interns and Residents); management of physical plant, including space allocation and renovation projects; and liaison with the MCV Hospital and McGuire V.A. Medical Center.

1982 - 1985

Maryland Dept. of Health & Mental Hygiene

Mental Retardation & Developmental Disabilities Administration

Baltimore, Maryland

Director, Intensive Behavior Management Program

Designed and served as first Director of a comprehensive community based state-wide system of support services to prevent the need to (re)-institutionalize individuals with intellectual disabilities and mental illness. Major responsibilities included management of a \$3 million budget; supervision of 41 State of Maryland employees and 30 employees of the University of Maryland School of Medicine; management of grants and contracts with community providers of day and residential services; supervision of 4 intensive behavioral management community residences and a 20 person short term treatment program. Also responsible for the ongoing implementation of the Grabau v. Hughes settlement agreement.

Director, Phillips Program

Served as the Chief Administrative Officer of an ICF/MR with a licensed capacity of 100. The Phillips Program was developed in response to the Knott v. Hughes and Grabau v. Hughes litigations and served as a transitional program for individuals with intellectual disabilities and mental illness moving from large institutions to community residences. During the program's two-year existence, 71 individuals were successfully placed into the community, allowing the facility to be closed and the resources reallocated to fund the Intensive Behavior Management Program (IBMP).

Major responsibilities involved management of a \$1.5 million budget, including 82 professional and para-professional staff positions and management of the two lawsuits mentioned above. Simultaneously responsible for the orderly closure of the facility while developing and implementing the Maryland Intensive Behavior Management Program. Managed both programs during the period of July 1983 – May 1984.

1977 – 1982

Columbus Developmental Center
Columbus, Ohio

Health Services Administrator

Administratively responsible for the medical department of a state residential center serving 750 adults and adolescents with developmental disabilities. Duties included management of ancillary services such as pharmacy; emergency medical services; x-ray; laboratory; and dental clinic as well as a 14 bed acute hospital. Also, responsible for the coordination of services between the facility and local community hospitals and physicians, budget preparation, and policy development.

Assistant Program Director

Responsible for development of biennium budget for program and residential services; development of program section of institutional policy and procedure manual; development of in-service training package for middle management staff; development of proposal for day-care services for employee dependents; and participation in the Superintendent's Task Force to review management practices at the facility.

Unit Manager

Chief administrative officer of a developmental living unit serving 280 adults and adolescents. Unit III consisted of 4 residential buildings with a staff of 205 professional and direct care staff. Management responsibilities included interviewing and hiring all unit staff; employee counseling and evaluation; labor relations between unit administration and three employee labor unions; development of unit policies and procedures; and supervision of unit budget for equipment and supplies. Programmatic responsibilities included: development and implementation of the annual review process for each client, design and implementation of in-service training for direct-care and supervisory staff, and monitoring compliance with ICF/MR standards in certified buildings.

1973 - 1977

Northern Virginia Training Center for the Mentally Retarded
Fairfax, Virginia

Team Leader

Supervised two living units at a state residential training center for people with developmental disabilities. Unit 3A was a unit of adults and children; Unit 5C was a unit serving 28 adults. Responsibilities included supervision of two direct-care teams of fifteen employees, each on a 24 hour basis; design and implementation of individual habilitation plans; coordination of community resources, including pre-vocational workshops; and facilitation of interdisciplinary team meetings.

Developmental Technician

Worked on a living unit of 28 adults. Duties included supervision of evening shift in Team Leader's absence, implementation of independent living skills programs, administration of medications, and coordination of volunteers. In addition, served as a living unit trainer for new staff in training.

Developmental Aide

Served as an aide on a living unit of adults with physical and developmental disabilities. Duties included carrying out personal care and self-help programs and physical therapy. First three months of employment were spent in classroom training and community placement. Spent three weeks assigned to a classroom at the Daytime Development Center in Fairfax, Virginia working with pre-school age children.

Education

M.A. Public Administration Hospital and Health Services Administration (1980)

The Ohio State University-John Glenn College of Public Affairs
Columbus, OH

B.S. Psychology (1971)

Saint Joseph's University- Philadelphia, PA.

Additional post graduate courses taken at **George Mason University**; **Virginia Commonwealth University**; and **University of New Hampshire**.

Additional Professional Activities

- New Hampshire Managed Care Task Force
- UNH Institute On Disability Executive Committee
- CQI Leadership Institute – Rivier College
- New Hampshire Institutional Review Board
- Governor's Advisory Committee on Children with Chronic Illness
- Governor's Commission on Area Agencies
- Interagency Coordinating Council For Early Intervention
- State Family Support Council
- UNH Family Leadership Series- Group Leader
- Executive Producer of film "Lost in Laconia"
- Membership on various Legislative Study Committees

Community Board Memberships

- New Hampshire Brain Injury Association
Board Member 2004- 2010
- HEART Systems, Inc. Board of Directors
1990 – 2002 (President 1990 – 1995)
- Community Support Network, Inc. –
Board Member 1995 – 2002; 2011-present

Cynthia Mahar

Profile

- Research, develop, and oversee statewide projects for the association of the ten Area Agencies for developmental services in New Hampshire.
- Twenty eight year career in Human Services in support of people with developmental disabilities.
- Twenty years experience. in senior management
- Managed a department of sixteen employees for an agency with an annual operating budget of \$15 million.

Experience

2011 – Present

Community Crossroads, Inc. Atkinson, NH
Area Agency Director

- Organizational operations and services to 900 Individuals with developmental disabilities and acquired brain disorders and their families.
- Report directly to the Chief Executive Officer.
- Oversight of \$19 million budget.
- Responsible for the development and implementation of setting a vision and strategic plan for agency expansion and growth.

2009-2011

Community Support Network Inc.(CSNI) Concord NH
Director of Special Projects

- Major statewide projects include: Development of standardized practices for all ten Area Agencies around Consumer Directed Services. Coordination of efforts for SB 112 Legislative Commission focusing on high risk individuals; Coordination of Quality Improvement activities in New Hampshire including participation in the National Core Indicators Project.
- Certified as a trainer and Interviewer for the Supports Intensity Scale (SIS), a national planning tool being developed in New Hampshire.
- Developed and participated in annual state wide orientation for Service Coordinators, now entering its fourth year.
- Report to the Executive Director and CSNI Board of Directors.

1993-2009

Region 10, CSS.Inc.

Atkinson NH

Community Services Director

- Senior manager of department serving over 700 individuals with developmental disabilities and their families. Operations management responsibilities for all services provided by the agency.
- Reported to Executive Director. and. responsible to the Family Support Council, a volunteer board, for budget expenditures and services.
- Major responsibilities included, assisting individuals and families in developing community connections, supervision, leadership, contract negotiations, mediation, problem solving, and compliance with state regulations. Established relationships with state and local community agencies. Education and advocacy of area legislators and board of directors.

1990-1992

Director of Service Coordination

- Held senior management position reporting to the Executive Director. .
- Supervision of 10 Service Coordinators.
- Responsible for budget negotiations.

1987-1992

Vocational Services Director

- Managed employment programs and monitored all vocational services provided by the agency.
- Marketing and networking with local business groups and employers.
- Established Local Business Advisory Council with stakeholders and employers.

Education

2006 Masters Degree in Business Administration

Franklin Pierce College

Rindge NH

1986 Bachelors of Arts Degree in Human Services Administration

Merrimack College, North Andover, Ma

1980 Associates of Science Mental Health Technology

Northern Essex Community College, Haverhill, Ma.

Member Affiliations

- 2010 Brain Injury Association of New Hampshire Board

- 2013 – Community Caregivers
- 2009 – 2012 Girls, Inc.
- 1998 – Present HEART Systems, Board of Directors, Secretary
- 1998-2004 Children's Coalition, Member
- 2004-2006 Working Together Partners
- 1998 Supported Employment Leadership

WILLIAM DILLON, CPA

- Certified Public Accountant**
- Master of Business Administration**
- 12 Years Accounting Experience**
 - 8 years supervisory level**
 - 4 years manufacturing experience**
 - 3+ years "Big 6" experience**
- Strong analytical and Lotus spreadsheet skills**
- Objective: Acquire position in upper management in accounting/finance field.**

EMPLOYMENT HISTORY:

Controller

Hanover Development Group, Exeter, NH

Managed all accounting functions and prepared, analyzed, interpreted and maintained all accounting records for this real estate development company. Spearheaded installation of computerized accounting and job costing system which resulted in more efficient reporting and the provision of more detailed information. Developed bank proposals and made presentations for project financing. Established construction budgets for analysis of investment worthiness. Responsible for cash flow projections, cash management and review. Extensive property management responsibilities. Supervised and trained accounting staff. 1987 - 1991 (last six months as consultant).

**Cost Accounting
Manager**

Warren Pumps, Inc., Warren, MA

Managed cost accounting department for this mid-size manufacturer. Established groundwork for revision and upgrade of standard cost system. Prepared and analyzed cost of goods sold statement for monthly financial reports. Directed the physical taking of and pricing of periodic inventories. Responsible for training and on-going staff supervision. 1986 - 1987.

Assistant Controller Guardian Industries Corporation, Webster, MA

Responsible for product standard cost implementation, monthly financial report preparation and analysis, product pricing, and customer credit limits. Supervise accounts payable, order entry, customer invoicing and review, and accounts receivable departments. 1983 - 1985.

**Staff and Senior
Auditor**

Arthur Andersen & Co., Hartford, CT

Responsible for auditing financial reports and related information of various public and privately held corporations in the manufacturing, financial services and not-for-profit industries. 1980 - 1983.

EDUCATION AND CERTIFICATION:

Certified Public Accountant, 1983.

University of Miami
Masters in Business Administration, 1979.
Accounting Concentration

University of Vermont
Bachelor of Arts - Mathematics, 1975.

REFERENCES:

Available upon request.

Kelly A. Judson

Objective: To obtain a position in human services that promotes my supervisory and organizational skills in a challenging setting.

Education/Courses:

1987	Timberlane Regional High School
1987-1988	University of New Hampshire, Psychology courses

Employment:

1/6/97-present	The Arc of Northern Essex County, Inc. 4 Summer Street Room 6 Haverhill, MA 01830
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Family Services Coordinator: Responsible for providing advocacy for individuals with disabilities and their families.

Responsibilities: Assisting individuals in interpretation/implementation of the state and federal Special Education Regulations. Serving as a liason between thirteen communities/school systems and area vendors and agencies. Assisting families in attaining benefits and services as well as assisting with fundraising and ongoing leisure activities.

10/93-12/12/96	Crotched Mountain Residential Services, Inc. Brookstone Park, #16, Rte. 111, Suite 3 Derry, NH 03038
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Program Manager: Responsible for the daily operation/management of two residential programs, one individualized day program and the direct formal supervision of ten staff.

Responsibilities: Programmatic duties include participating in Quality Assurance reviews, annual state certification review, serve as a liaison between the guardian/area agency/day programs and staff, monitoring and directing the services provided, monitoring ISP objectives, completing quarterly and monthly progress reports, completing functional skills assessment and safety skills assessments, coordinating/assisting residents in medical services and appointments, providing direct care, supervising and administering medication treatment regimen, medical administration.

Supervisory duties include weekly and monthly scheduling/filling vacant shifts, interviewing prospective new employees, formal weekly supervision, conducting weekly staff meetings, orientation of new employees to the agency and programs, completing criteria based performance evaluations, and served as member of the critical relief team.

Community relation duties includes working with and educating local community resources (ie: banks, shop keepers, etc.) and municipal service providers (ie: fire department etc) regarding the unique needs of the individuals that we service, and more importantly, the similarities. Developed, educated, and supported volunteer community members and assisted in establishing long term relationships with the individuals served. Also served and chairperson for two years on annual fundraiser to directly benefit the individuals that we service.

9/89-10/93

Crotched Mountain Residential Services, Inc.
10 Bricketts Mill Road, Hampstead NH 03841

Permanent House Manager/Program Director:
Responsibilities include managing and supervising one residential program.

Responsibilities: Includes direct care, community involvement and activities, teaching ISP objectives, assistance and teaching with daily living skills, supervising a staff of four, managing ISP programs, monthly and quarterly progress report on ISP objectives, coordinating and assisting residents with medical services and care. Duties also include managing medication administration, conducting staff meetings, weekly and monthly scheduling, completing performance reviews, and responsible to oversee household accounts.

8/86-9/89

Crotched Mountain Residential Services, Inc.
PO Box 712, Plaistow, NH 03865

Residential Counselor: Responsibilities include direct services to the residents. Duties were inclusive of completing ISP objectives, community outings and scheduling of community activities. Teaching and training daily living skills and ISP objectives. Also served as temporary House Manager for four months. During that period, responsibilities included ensuring the daily operation of the program met state and agency requirements. Managed a staff of four, completed weekly and monthly schedule, and monitored all services provided.

3/84-8/86

New Hampshire Residential Program, Inc.
Windham, NH 03087

Residential Counselor: Responsibilities included direct care, providing assistance with daily living skills, assisting residents with community outings/involvement, completed ISP objectives and monitored the household accounts.

Certifications:

Standard First Aid Instructor
NH Medication Administration
MA Medication Administration
Non-Violent Crisis Prevention Intervention

Training's:

Social Role Valorization
Defensive Driving
Frontline Leadership: Zenger Miller Management Training
Total Quality Management/Continuous Quality Improvement
Standard First Aid Instructors Course (teach approx. 50 people per year)
Formal Behavioral Training's
Technical training's (listing furnished upon request)
Various Management training's

Memberships:

Presidents Forum (appointed to committee that serves as an advisory committee to the President of the Foundation. Appointed by the President to represent subsidiary in reference to employee issues.)

Committee Appointments:

Employee Publication Committee
Staff Development Committee
Quality of Life Circle
Safety Committee
Fundraising Committee
Project Connect
Merrimack Valley Aging and Diasabled Coalition

References:

References provided upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Community Crossroads, Inc.

Name of Program/Service:

Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Dennis Powers--CEO	\$140,000	1.50%	\$2,100.00
Cynthia Mahar--Executive Director	\$97,412	1.50%	\$1,461.17
William Dillon--CFO	\$89,321	1.50%	\$1,339.81
Kelly Judson--Svc. Coord. Supervisor	\$75,765	1.50%	\$1,136.48
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$6,037.46

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

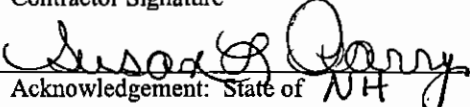
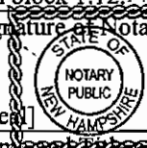
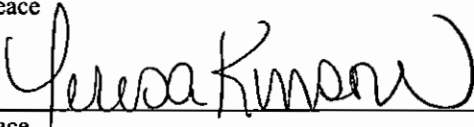
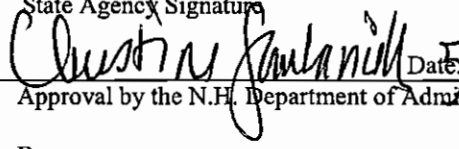

Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-02)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Developmental Services of Sullivan County		1.4 Contractor Address 654 Main Street Claremont NH 03743	
1.5 Contractor Phone Number 603-504-1547	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,043,694
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq.		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Susan L. Parry Sec/Treas.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>SULLIVAN</u> On <u>5/21/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Teresa Kinson, Notary / Admin. Asst.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christina Santanelli, Director, DHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.



- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services



- 2.1.5. In-Home Support Services
 - 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
 - 2.1.7. Residential Services
 - 2.1.8. Service Coordination
 - 2.1.9. Services to Person with Acquired Brain Disorders
 - 2.1.10. Participant Directed Managed Services
 - 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.
- 2.2. National Core Indicators (NCI)**
- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.
- 2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**
- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
 - 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost



of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.


2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall


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participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. Wait List Registry

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.



2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals



who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(c)(X)(i) and Section 441.710 (a)(1)(ii).



2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest)}}$$
 over the next twelve (12) months.
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,



- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

[Signature]
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2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.12.9. Contractors Request for Extension of Financial Filing Deadlines.

2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:

2.12.9.1.1. Requests shall be made in writing;

2.12.9.1.2. Requests shall be sent to the director or designee;

2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.12.9.1.4. Requests shall include the following:

2.12.9.1.4.1. Contact information;

2.12.9.1.4.2. Reason for requesting the extension; and

2.12.9.1.4.3. New requested deadline.

2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region II defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
173

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.

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- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
 - 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
 - 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
 - 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
 - 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
 - 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
 - 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.



- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicate ed Families to be Served	Number of Unduplicate d Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
266	5	13	248	54,359

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

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- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 13 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 309 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 3 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 5 individuals with developmental disabilities.



- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$5,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a



specific certification that support the mission of the community developmental services system.

- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

Exhibit A-2 Developmental Services of Sullivan County

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Service	19	15552
Community Participation Services			
	Day	58	207263
	SEP	28	9977
In Home Supprt Services			
	In Home Supports	18	230
Residences Which May Also Provide Day Program Services			
	Day	56	209717
	Residential	116	33797
Residentail Services			
	Residential	11	3343
Services to Persons With Acquired Brain Disorders			
	Day	9	26675
	Residential	13	4016
	Consolidated Services	3	58
Participant Directed and Managed Services			
	Consolidated Services	65	936



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$109,219.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

5. Payment for Part C Supplemental Services funding for children who have Autism

- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports

- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Continuing Education Assistance

- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:

8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.

8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.

8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.

8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.

8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.

8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.

8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

UJG
5/21/18



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
5/21/18



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

[Handwritten Signature]
5/21/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

JLJ
5/21/18

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
- 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Susan L Perry

5/21/18
Date

Susan L Perry
Name:
Title: *Sec/Trees*

S L P
Date 5/21/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Susan L. Perry

5/21/18
Date

Name: SUSAN L. Perry
Title: Sec/Treas.

SLP

5/21/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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5/31/18

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Developmental Services of Sullivan County

Contractor Name: Susan L. Parry

Susan L. Parry

5/21/18
Date

Name: Susan L. Parry

Title: Sec/Treas.

Contractor Initials

Date

[Signature]
5/21/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

5/21/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Steven L. Parry

5/21/18
Date

Name: Steven L. Parry
Title: Sec/Treas.

Exhibit G

Contractor Initials SLP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/21/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Jesse L Perry

5/21/18
Date

Name:

Jesse L Perry

Title:

Sec/Treas.

5/21/18

JLP



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
5/21/18



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
5/31/18



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

[Handwritten Signature]
5/21/18



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

[Handwritten Signature]
5/21/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Christine Santilli
Signature of Authorized Representative

Christine Santilli
Name of Authorized Representative

Director, DHS
Title of Authorized Representative

5/23/18
Date

Developmental Services of Sullivan County
Name of the Contractor

Susan L. Perry
Signature of Authorized Representative

Susan L. Perry
Name of Authorized Representative

Sec/Treas.
Title of Authorized Representative

5/21/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Developmental Services of Sullivan County

Contractor Name: *Susan L Perry*

5/21/18
Date

Name: *Susan L Perry*
Title: *Sec/Treas.*



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

[Signature]

5/21/10



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Signature: [Handwritten Signature]
Date: 5/21/18

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

[Handwritten Signature]
5/21/18

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

[Signature]
5/21/18

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

[Signature]
5/21/18



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

[Signature]

5/21/18

State of New Hampshire

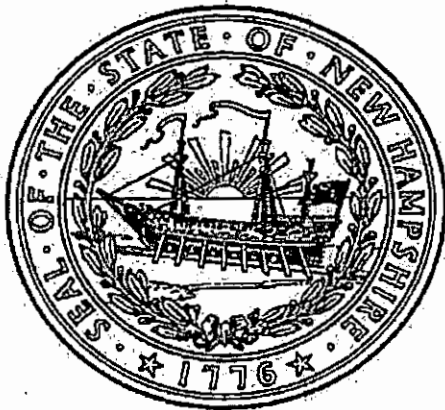
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66014

Certificate Number : 0004091671



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ralph Puckett, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Developmental Services of Sullivan County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 05/21/2018:
(Date)

RESOLVED: That the Secretary/Treasurer-Susan Parry
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 21st day of May, 2018.
(Date Contract Signed)

4. Susan Parry is the duly elected Secretary/Treasurer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ralph Puckett

(Signature of the Elected Officer)

STATE OF NH

County of Sullivan

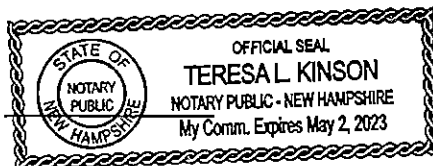
The forgoing instrument was acknowledged before me this 21st day of May, 2018,

By Ralph Puckett
(Name of Elected Officer of the Agency)

Teresa L. Kinson
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

PATHW-1

OP ID: JB

DATE (MM/DD/YYYY)

04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Greg Meyer	Phone: 603-424-9901	CONTACT NAME:
	Fax: 866-848-1223	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Philadelphia Indemnity Ins Co
		INSURER B: Liberty Mutual Insurance Co
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED
Developmental Services of
Sullivan County Inc dba
Pathways of the River Valley
Michael Quinn, CFO
654 Main Street
Claremont, NH 03743

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		PHPK1676138	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
						Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		PHPK1676143	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		PHUB590487	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE				\$
	<input type="checkbox"/> RETENTION \$					\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC531S616910017	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section		PHPK1676138	06/30/2017	06/30/2018	Contents 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mark Mills excluded from Workers Compensation Coverage

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Department of Health
and Human Services
129 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie Bernier

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Our Mission

PathWays is dedicated to expanding the opportunities that enrich the lives of people with disabilities. Our passion is working together with children, adults and their families to create their own desired future in their own community. We provide services in the spirit of partnership and respect.

Financial Statements

**DEVELOPMENTAL SERVICES OF
SULLIVAN COUNTY, INC.**

d/b/a

PATHWAYS OF THE RIVER VALLEY

**FOR THE YEARS ENDED
JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

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To the Board of Directors of
Developmental Services of Sullivan County, Inc.
d/b/a Pathways of the River Valley
Claremont, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related statement of functional expenses for the year ended June 30, 2017, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Developmental Services of Sullivan County, Inc., d/b/a Pathways of the River Valley as of June 30, 2017 and 2016, and the changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Developmental Services of Sullivan County, Inc.'s., d/b/a Pathways of the River Valley June 30, 2016 financial statements, and our report dated November 9, 2016, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional public support and revenue on page 14 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
December 27, 2017

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 437,110	\$ 1,076,184
Accounts receivable, net	516,949	952,413
Prepaid expenses	<u>102,407</u>	<u>21,540</u>
Total current assets	<u>1,056,466</u>	<u>2,050,137</u>
NONCURRENT ASSETS		
Property, equipment and vehicles, net	1,607,159	1,601,181
Security deposits	8,020	7,975
Investment in insurance captive	<u>55,162</u>	<u>29,961</u>
Total noncurrent assets	<u>1,670,341</u>	<u>1,639,117</u>
TOTAL ASSETS	<u>\$ 2,726,807</u>	<u>\$ 3,689,254</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 101,334	\$ 100,181
Accounts payable and accrued expenses	<u>1,187,957</u>	<u>1,450,848</u>
Total current liabilities	1,289,291	1,551,029
LONG TERM LIABILITIES		
Long term debt, net of current portion shown above	<u>541,730</u>	<u>600,935</u>
Total liabilities	1,831,021	2,151,964
NET ASSETS		
Unrestricted	<u>895,786</u>	<u>1,537,290</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,726,807</u>	<u>\$ 3,689,254</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
PUBLIC SUPPORT AND REVENUE		
Medicaid	\$ 17,651,247	\$ 17,889,807
Client and program fees	391,784	393,317
Division of Mental Health and Developmental Services	351,036	373,932
Grants	2,143	25,634
Contributions	375	1,305
Investment return	66	65
Gain on sale of property	500	600
Other	<u>111,928</u>	<u>118,712</u>
Total public support and revenue	<u>18,509,079</u>	<u>18,803,372</u>
EXPENSES		
Program Services		
Service coordination	1,111,070	1,266,504
Combined day services	1,186,895	1,137,182
Early support services	386,323	399,820
Enhanced family care	2,381,861	2,157,432
Independent living	3,417,129	3,698,087
Community residences	5,929,552	5,559,857
Community support	90,604	161,312
Subcontractors	2,508,166	2,411,074
Family support	<u>278,308</u>	<u>270,806</u>
Total program services	17,289,908	17,062,074
Supporting Activities		
General management	<u>1,860,675</u>	<u>1,748,160</u>
Total expenses for program and support services	<u>19,150,583</u>	<u>18,810,234</u>
CHANGE IN NET ASSETS	(641,504)	(6,862)
NET ASSETS, BEGINNING OF YEAR	<u>1,537,290</u>	<u>1,544,152</u>
NET ASSETS, END OF YEAR	<u>\$ 895,786</u>	<u>\$ 1,537,290</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (641,504)	\$ (6,862)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	161,681	147,223
Gain on sale of assets	(500)	(600)
Changes in assets and liabilities		
Decrease (increase) in accounts receivable - net	435,464	(390,490)
Decrease in bequest receivable	-	116,387
Increase in prepaid expenses	(80,867)	(3,181)
Increase in security deposits	(45)	(428)
(Decrease) increase in accounts payable and accrued expenses	<u>(262,891)</u>	<u>439,301</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(388,662)</u>	<u>301,350</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, equipment and vehicles	(119,154)	(159,337)
Deposit on insurance captive	(25,201)	-
Proceeds from sale of assets	<u>500</u>	<u>600</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(143,855)</u>	<u>(158,737)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in loan origination fees	-	(5,844)
Proceeds from long term debt	-	640,000
Repayment of long term debt	<u>(106,557)</u>	<u>(432,640)</u>
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>(106,557)</u>	<u>201,516</u>
NET (DECREASE) INCREASE IN CASH	(639,074)	344,129
CASH AT BEGINNING OF YEAR	<u>1,076,184</u>	<u>732,055</u>
CASH AT END OF YEAR	<u>\$ 437,110</u>	<u>\$ 1,076,184</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 35,701</u>	<u>\$ 21,787</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Vehicle financed by long term debt	<u>\$ 48,505</u>	<u>\$ -</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE TOTALS FOR 2016

	<u>General Management</u>	<u>Service Coordination</u>	<u>Combined Day Services</u>	<u>Early Support Services</u>	<u>Enhance Family Care</u>
PERSONNEL COSTS					
Salaries and wages	\$ 900,461	\$ 676,668	\$ 659,629	\$ 103,487	\$ 333,0
Employee benefits	149,545	152,625	184,710	14,665	45,3
Payroll taxes	90,018	49,275	49,079	7,966	24,6
PROF. FEES AND CONSULTANTS					
Client treatment/services	-	41,811	-	218,970	1,875,0
Fees/payroll preparation	1,400	4,722	7,604	2,389	
Subcontractors	-	5,786	-	-	
Accounting/auditing fees	64,203	-	-	-	
Legal fees	56,999	-	-	-	
Other professional fees	69,922	48,866	5,883	5,425	2,5
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	1,027	8	-	-	
Conferences and conventions	669	102	-	-	1
Other staff development	16,640	11,990	1,648	1,960	1,7
OCCUPANCY COSTS					
Rent	14,245	224	40,777	-	
Heating costs	4,347	3,978	2,643	838	
Other utilities	5,976	5,694	9,767	1,237	1
Other occupancy costs	20,642	8,607	4,575	1,813	7
CONSUMABLE SUPPLIES					
Office	7,983	2,613	1,350	905	
Building/household	2,383	1,890	1,218	362	1
Food	5	-	111	-	6
Medical	-	-	341	-	5,1
EQUIPMENT RENTAL	31,190	3,018	7,732	481	1,0
EQUIPMENT MAINTENANCE, IT	83,388	7,428	9,458	3,632	1,7
EQUIPMENT MAINTENANCE, OTHER	4,055	-	10,790	-	6
DEPRECIATION	90,498	-	-	-	4,3
ADVERTISING	44,804	7,267	10,423	2,852	1,0
PRINTING	4,431	2,135	208	808	
TELEPHONE	4,426	4,775	13,995	973	6
POSTAGE/SHIPPING	12,620	73	-	-	
Total carried forward	<u>\$ 1,681,877</u>	<u>\$ 1,039,553</u>	<u>\$ 1,021,941</u>	<u>\$ 368,763</u>	<u>\$ 2,299,7</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a
PATHWAYS OF THE RIVER VALLEY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE TOTALS FOR 2016

	<u>General Management</u>	<u>Service Coordination</u>	<u>Combined Day Services</u>	<u>Early Support Services</u>	<u>Enhanced Family Care</u>
Total carried forward	\$ 1,681,877	\$ 1,039,553	\$ 1,021,941	\$ 368,763	\$ 2,299,11
TRANSPORTATION					
Staff	11,244	29,276	41,398	9,813	11,31
Clients	614	351	56,773		12,11
ASSISTANCE TO INDIVIDUALS					
Client assistance	-	566	152	321	40,0
Clothing	-	112	2,527	1,709	4,4
Community integration	-	-	-	-	
INSURANCE					
Malpractice and bonding	5,567	-	961	-	
Vehicles	10,598	-	2,086	-	1,0
Property and liability	16,439	-	2,817	-	9
Workers compensation	34,302	40,020	55,265	5,717	11,4
MEMBERSHIP DUES	1,632	100	461	-	
BAD DEBTS	20,099	-	-	-	
Interest expense	9,059	-	1,207	-	9
Miscellaneous	69,244	1,092	1,307	-	3
Total functional expenses	<u>\$ 1,860,675</u>	<u>\$ 1,111,070</u>	<u>\$ 1,186,895</u>	<u>\$ 386,323</u>	<u>\$ 2,381,8</u>

See Notes to Financial Statements

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.

d/b/a

PATHWAYS OF THE RIVER VALLEY

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Developmental Services of Sullivan County, Inc. d/b/a Pathways of the River Valley (Pathways) is a New Hampshire nonprofit corporation that provides personnel, services and facilities for the training, care and development of developmentally disabled individuals throughout Sullivan County and the area known as the Upper Valley Region in New Hampshire. Pathways has been approved by the State of New Hampshire, Division of Developmental Services as the provider of services for individuals with developmental disabilities for its designated region.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

Pathways prepares its financial statements in accordance with Financial Accounting Standards Board Accounting Standards Codification 958 (ASC 958) *Not for Profit Entities*. Under ASC 958, the Organization is required to report information regarding financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2017 and 2016, Pathways had only unrestricted net assets.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

Pathways provides an allowance for doubtful collections that is based upon a review of outstanding receivables and historical collection information. Delinquent receivables are expensed as bad debts and are added to the allowance based on specific circumstances of the consumer. At June 30, 2017 and 2016, the allowance for doubtful accounts was approximately \$18,000 and \$12,000, respectively.

Property and Depreciation

Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets as follows:

Buildings	39 years
Leasehold improvements	5 to 25 years
Furniture, equipment and software	5 to 20 years
Vehicles	4 to 5 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2017 and 2016 was \$161,681 and \$147,223, respectively.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values for its financial instruments. Pathways' financial instruments consist of cash, short-term receivables and payables, prepaid expenses, deposits and short-term notes payable. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2017 and 2016.

Contributions

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values as of the date of receipt. No amounts have been reflected in the statements for donated services as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated their time to Pathways program services. Also, the Board of Directors serves as volunteers.

Donations and Appropriations

All donations and appropriations are considered to be available for unrestricted use unless specifically restricted by the donor.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with Pathways' financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and services have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

Accrued Earned Time

Pathways has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. Accrued earned time amounted to \$213,762 and \$223,867 at June 30, 2017 and 2016, respectively.

Advertising Policy

Pathways' policy is to expense advertising costs as they are incurred.

Income Taxes

Pathways is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined Pathways to be other than a private foundation within the meaning of Section 509(a).

Management has evaluated Pathways' tax positions and concluded that Pathways has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. Pathways is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2013.

2. INVESTMENT RETURN

The investment returns for the years ended June 30, 2017 and 2016 represent interest income from bank accounts.

3. PROPERTY, EQUIPMENT AND VEHICLES

As of June 30, 2017 and 2016, property, equipment and vehicles consisted of the following:

	<u>2017</u>	<u>2016</u>
Land and buildings	\$ 2,138,644	\$ 2,050,361
Furniture, equipment and software	462,591	431,719
Vehicles	347,270	298,765
Leasehold improvements	<u>78,787</u>	<u>78,787</u>
	3,027,292	2,859,632
Less accumulated depreciation	<u>1,420,133</u>	<u>1,258,451</u>
Property, equipment and vehicles, net	<u>\$ 1,607,159</u>	<u>\$ 1,601,181</u>

4. INVESTMENT IN INSURANCE CAPTIVE

In May 2013 Pathways entered into a captive insurance program, sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive. Pathways and all other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. Effective July 1, 2017, Pathways left the Roundstone captive insurance program and entered into a program with Pareto Captive Services. During the year ended June 30, 2017 a deposit of \$25,201 was made for participation in the Pareto captive services program. The participation deposit of \$29,961 made to the original sponsor (Roundstone Insurance Ltd) has not been returned to Pathways as of June 30, 2017. The total participant investment into the captive insurance program amounted to \$55,162 and \$29,961 at June 30, 2017 and 2016, respectively.

5. **BANK LINE OF CREDIT**

Pathways entered into a \$200,000 revolving line of credit agreement (the line) with a bank on April 7, 2016. The revolving line of credit was modified on March 29, 2017. The line is due on demand and calls for monthly variable interest payments based on the LIBOR Advantage Rate (ranging from 1.347% to 1.224% from March 31, 2017 through June 30, 2017) plus 2.50%. The line is secured by all of Pathways' assets. There was no outstanding balance on the line at June 30, 2017 and 2016.

6. **NOTES PAYABLE**

The notes payable as of June 30, 2017 and 2016 consisted of the following:

	<u>2017</u>	<u>2016</u>
Notes payable to various finance institutions in monthly installments for principal and interest ranging from \$275 to \$1,161 with maturity dates ranging from October, 2017 to June, 2019. The notes have interest rates ranging from 3.99% to 7.20% and are collateralized by vehicles owned by Pathways.	\$ 77,730	\$ 71,783
Note payable to a bank in monthly installments of principal of \$5,333, plus interest. Interest was stated at the LIBOR Advantage Rate (ranging from .4829% to 1.224% for July 2016 to June 2017 and .4373% to .4689% for April to June 2016) plus 2.75%. The note matures on April 7, 2021 at which time the remaining balance shall be paid. The note is collateralized by the Orford Road Property owned by the Organization.	<u>565,334</u>	<u>629,333</u>
	643,064	701,116
Less current portion due within one year	<u>101,334</u>	<u>100,181</u>
Total long term debt	<u>\$ 541,730</u>	<u>\$ 600,935</u>

The scheduled maturities of the notes payable as of June 30, 2017 were as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 101,334
2019	85,652
2020	77,038
2021	<u>379,040</u>
	<u>\$ 643,064</u>

Pathways is required to maintain a debt service coverage ratio of 1.10 to 1.00 and was not in compliance with this covenant at June 30, 2017. Subsequent to year end the bank waived its right to call the note.

7. OPERATING LEASES

Pathways leases facilities from unrelated parties under the terms of operating leases with various expiration dates through March, 2019. The payments under these leases totaled \$69,152 and \$70,028 for the years ended June 30, 2017 and 2016, respectively. The future minimum annual lease payments for these leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 42,257
2019	<u>8,820</u>
Total	<u>\$ 51,077</u>

8. CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

Pathways' services are performed within Sullivan County and Grafton County, New Hampshire. For the years ended June 30, 2017 and 2016, approximately 96% and 95%, respectively, of the support and revenue of Pathways was derived from Medicaid. The future level of services provided by Pathways is dependent upon the funding policies of Medicaid or securing additional sources of income. The accounts receivable due from Medicaid at June 30, 2017 and 2016 was \$467,218 and \$919,421, respectively. Pathways does not require collateral on these receivables due to the nature of the revenue source. In order for Pathways to receive this support, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for its designated region. This designation is renewed every five years.

Pathways maintains cash balances that, at times, may exceed federally insured limits. The Organization has not experienced any losses in such amounts and believes it is not exposed to any significant risk with respect to these accounts.

9. RETIREMENT PLAN

Pathways maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. Pathways contributes up to 10% of the base compensation of eligible participants to the plan. Contributions to the plan for the years ended June 30, 2017 and 2016 were \$125,098 and \$103,131, respectively.

10. FLEXIBLE BENEFITS PLAN

Pathways maintains a flexible benefits plan for its employees. Substantially all full-time employees are eligible to participate. There is no contribution required from Pathways to this plan.

11. CONTINGENCIES

Public support and revenue received from Federal, State and local government sources are regularly subject to audit and possible adjustment. No provisions have been made for this contingency because specified amounts, if any, have not been determined by government audits or assessed as of June 30, 2017 and 2016.

Pathways has been named as a co-defendant, along with the State of New Hampshire, in a lawsuit related to services rendered to a Pathways client by the plaintiff. The plaintiff attempted to bill Pathways for excluded services under certain contracts. Pathways intends to vigorously defend the claim, which it considers groundless. The ultimate resolution of this matter is not ascertainable at this time. No provision has been made in the financial statements related to this claim.

12. CLIENT FUNDS

As of June 30, 2017 and 2016, Pathways has custody of funds on behalf of its consumers in the amount of \$59,482 and \$66,306, respectively.

13. BEQUEST RECEIVABLE/BOARD DESIGNATED FUNDS

During the year ended June 30, 2014, Pathways learned they were named a beneficiary of a trust. The total amount of the receivable due from the bequest at June 30, 2015 was \$116,387. The receivable was received in full during the year ended June 30, 2016. The funds were deposited into the operating account and are designated by the Board to be used for special projects. At June 30, 2017, approximately \$80,000 remains in the operating account related to the bequest.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 27, 2017, the date the financial statements were available to be issued.

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY, INC.
d/b/a

PATHWAYS OF THE RIVER VALLEY

SCHEDULE OF FUNCTIONAL PUBLIC SUPPORT AND REVENUE
FOR THE YEAR ENDED JUNE 30, 2017
WITH COMPARATIVE TOTALS FOR 2016

	General Management	Service Coordination	Combined Day Services	Early Support Services	Enhanced Family Care	Independent Living	Community Residences	Community Support	Subcontractors	Family Support	Total 2017 All Programs	Total 2016 All Programs
PUBLIC SUPPORT AND REVENUE												
Medicaid	\$ 12,688	\$ 658,841	\$ 662,073	\$ 348,008	\$ 3,273,657	\$ 3,830,662	\$ 5,624,831	\$ 62,157	\$ 2,858,301	\$ 221,131	\$ 17,651,247	\$ 17,688,607
Client and program fees	3,760	(2,893)	854	18,940	120,064	12,675	211,302	-	28,552	200	391,784	393,317
Division of Mental Health and Developmental Services	-	-	-	190,532	160,404	-	-	-	-	-	351,036	373,932
Grants	2,143	-	-	-	-	-	-	-	-	-	2,143	25,634
Contributions	375	-	-	-	-	-	-	-	-	-	375	1,305
Investment return	66	-	-	-	-	-	-	-	-	-	66	65
Gain on sale of property	500	-	-	-	-	-	-	-	-	-	500	600
Other	63,223	4,682	22,708	-	12,894	-	-	-	-	8,623	111,028	118,712
Total public support and revenue	\$ 82,763	\$ 660,630	\$ 685,633	\$ 655,880	\$ 3,666,818	\$ 3,843,657	\$ 5,836,133	\$ 62,157	\$ 2,885,853	\$ 229,954	\$ 18,609,079	\$ 18,803,372

See Notes to Financial Statements



BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

PRESIDENT

Ralph Puckett

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

VICE PRESIDENT

Chris Beeso

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SECRETARY/TREASURER

Susan Parry

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Ted Brayman

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Patricia Witthaus

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MEMBERS

Rose Ann Tardiff* (Adult/Self Advocacy Group)

[REDACTED]

[REDACTED]

[REDACTED]

Kaitlyn Ferland* (Family Support Council)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Cheryl Abbott

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

* Denotes consumer/family member

Revised 05/21/18

Mark Mills, M.S.

Employment History

July 2000 to Present: Pathways of the River Valley, Claremont and Lebanon New Hampshire

Chief Executive Officer

Chief Executive Officer responsible for the operations of an area agency providing services to over 800 individuals with disabilities and their families. Responsibilities include developing and managing an annual budget of over 16 million; developing, working with and reporting to the agency board of directors; providing leadership and supervision to a staff of over 250; participating in state level planning as a member of the Community Support Network (CSN); and working with various advocacy groups and community organizations in Sullivan County.

March 1988 to July 2000: Community Bridges, Concord, New Hampshire

7/89 to 7/00: Director of Operations

Responsibility for the planning, fiscal management and supervision of the operations of the entire agency including Early Intervention Services, Family Support Services, Case Management Services, Residential Services, Independent Living Services, and Day Habilitation Services. Duties include providing supervision to a team of three Directors, a 12-person management team and over 60 staff members. Work closely with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning.

7/97 to 7/89: Director of Service Development and Provision

Responsibility for the planning, fiscal management and supervision of Independent Living Services, Residential Services and Day Habilitation Services provided by the agency. Duties include providing supervision to a team of four managers and over 25 staff members. Participation on a four person Executive Management Team which works with the Executive Director on agency strategic plan development and implementation, operational management and regional fiscal planning. Provide coordination of regional self-determination project.

9/84 to 7/97: Service Development Coordinator

Responsible for design and implementation of individualized community based supports for individuals with acquired brain disorders or developmental disabilities and their families. Duties include facilitation of planning process to design supports, evaluation of service proposals, negotiation of service design and budgets with vendor agencies, developing new service areas and providing technical assistance to treatment teams.

3/88 to 9/84: Case Manager

Responsible for planning and coordination of services to adults with developmental disability and acquired brain disorder.

1993 to 2000: New Hampshire Technical Institute, Concord, New Hampshire

Adjunct Faculty responsible for coordinating the Community Social Services program and teaching courses in the Human Services Program. Duties include hiring faculty, curriculum development, lecturing, planning and implementing class content and evaluation of student performance. Courses taught included: Assessment and Individual Planning, Introduction to Community Social Services, Interviewing, Learning and Behavior, Human Services Seminar, Group Counseling and Human Service Practicum.

1987 to 1988: Central New Hampshire Community Mental Health Center, Concord, New Hampshire

Residential Counselor responsible for providing residential support, skills training and situational counseling to adults with chronic mental illness.

Education

1986 Master of Science in Human Services, with a concentration in Community Psychology, Springfield College.

1994 Bachelor Degree in Behavioral Science, University System of New Hampshire.

1986 Associate Degree in Human Services, New Hampshire Technical Institute.

Accomplishments

- Current Chair, Board of Directors, Sullivan County Oral Health Collaborative/Clermont Dental Center
- Current Chair, Board of Directors, Community Support Network Incorporated (CSNI)
- Current member, Board of Directors, New Hampshire Diversity Concepts
- Past member Sullivan County Regional Coordinating Council
- Past President, Board of Directors, United Way of Sullivan County
- Past member/Advocacy Committee Chair, Board of Directors, Greater Claremont Chamber of Commerce
- Past member, City of Claremont Master Plan Advisory Committee
- Past member, City of Claremont Open Space Development Task Force
- Past member, Board of Directors, TASH New England
- Past member, Board of Directors, New Hampshire Brain Injury Association.
- Recipient of the 1998 Noyes Award for Excellence in Leadership at Community Bridges.
- Presented "Emerging Practice in Consumer Contracts to Maximize Choice and Authority" at the 1999 TASH National Conference in Chicago, Illinois.
- Presented "Customizing Community Supports to Maximize Individual and Family Control" at the 1998 TASH National Conference in Seattle, Washington.
- Presented on "Self-Determination" at the 1999 Annual National Conference for the Robert Wood Johnson Foundation's Self-Determination Project in Minneapolis.
- Presented "Mutual Growth in the Community of a Classroom" at the 1998 New England Organization of Human Services Educators
- Presented "Community Development and Community Organizing" at the Developmental Disability Council Sponsored Professional Leadership Series in February 1998.
- Presented "Constructing Individual Supports in the Community For Individuals with Brain Injury" at the 1996 New Hampshire Brain Injury Association's Thirteenth Annual Conference.
- Presented on Service Brokerage at the 1996 conference "What We Are Learning About Individualized Planning in New Hampshire Community Developmental Services".
- Presenter on Self-Determination for Individuals with disability at the 1995 New Hampshire Care-Givers Conference
- Past member of State-Wide Acquired Brain Injury Needs Assessment Data Analysis Committee and Project Response Advisory Board
- Past member of State of New Hampshire Advisory Committee for The Robert Wood Johnson Foundation funded "Transition of New Hampshire' Regional Service System".

STEVEN L. MONETTE

Email: [REDACTED]

SUMMARY: Healthcare senior financial executive with a proven record and extensive experience in financial operations, financial planning, accounting, contract analysis and managed care negotiations, accustomed to a fast paced work environment, loyal and trusted team player with strong interpersonal skills, reputation for developing and leading a strong financial services function.

PROFESSIONAL EXPERIENCE

The Brattleboro Retreat
(2014-Present) 2017

Brattleboro, VT

Vice President of Finance & Chief Financial Officer (2014-present) 2017 of a \$69M, nationally recognized 149 bed inpatient not for profit regional specialty mental health and addictions treatment center that provides comprehensive inpatient, partial hospitalization, and outpatient treatment services for children, adolescents and adults. Reporting to the President & CEO is responsible for the day to day financial operations of the organization including the overall direction in financial strategic planning, interpretation, coordination and administration of services and hospital procedures for finance, general accounting, budgeting, patient revenue cycle, internal controls, auditing, third party contracting, and information systems. Direct reports include Finance, Patient Financial Services including Health Information and Patient Access, Utilization Review, Information Systems and Materials Management. Is responsible for six direct reports and 76 FTE's.

- Refunded variable rate demand bonds and obtained refinancing for a committed 10 year period via a bank direct purchase allowing the organization to save approximately \$865k over a ten year term.
- Restructured and reorganized the hospital's revenue cycle departments including outsourcing the hospital's entire billing team. Outsourcing allowed internal resources to rebuild patient access from a process and I.T. perspective.
- Rebuilt a collaborative I.T. vendor relationship with development of an I.T. strategic plan emphasizing EHR development and I.T. vendor partnerships.
- Administered a decision support system vendor selection process and negotiated a comprehensive vendor contract for the install of a hospital wide decision support system.
- Administered and directed the implementation of multiple internal control measures to augment capital purchasing, reimbursement analysis and general accounting processes.
- Successfully negotiated third party contracts with the Vermont Department of Mental Health as well augmented change in third party billing processes with the Department of Vermont Health Access.

VALLEY REGIONAL HEALTHCARE, INC
(2005-2014)

Claremont, NH

Chief Financial Officer & Treasurer (2006-2014) of a \$50M Critical Access Hospital that includes a visiting nurse association and seven hospital-owned physician practices. Reporting to the President & CEO is responsible for the organization's overall direction in financial strategic planning and leadership, interpretation, coordination and administration of services and hospital procedures on finance, budgeting, general accounting, information systems, internal controls and auditing. Direct reports include Finance, Patient Financial Services including Health Information and Patient Access, Information Systems and Materials Management. Is responsible for five direct reports and 51 FTEs.

- Obtained financing for a CON approved \$22.5M Master Facility Project where the proceeds were used to refinance existing debt, construct a new emergency department, expand medical-surgical and ICU bed units and construct a new central plant.

STEVEN L. MONETTE

Page 2

- Renegotiated the terms of the hospital's Irrevocable Direct Pay Letter of Credit agreement with the hospital's issuing bank and hedged Variable Rate Demand Bonds with synthetically fixed Interest Rate Swaps.
- Developed and finalized a strategic multi-year plan for a hospital wide information systems solution
- Administered an information systems vendor selection process and negotiated a comprehensive information systems five year vendor contract as outlined in the hospital's information systems strategic plan.
- Converted the Medicare status of the physician practices from rural health clinics to provider-based clinics generating approximately \$600k in additional fiscal year reimbursement.
- Administered the transfer of the Visiting Nurse Association from the hospital corporate structure to the parent corporate structure creating approximately \$275k in additional fiscal year reimbursement.
- Successfully negotiated multi-year third party managed care contracts with the hospital's primary payers.
- Restructured and implemented a new organizational structure for the finance division's revenue cycle departments with emphasis on revenue optimization and cash collections as well as provide skill sets that can lead the organization in EMR and CPOE implementation.
- Created and developed a physician practice financial operations committee with an emphasis on practice profitability and operational opportunities.
- Established six LEAN sigma process projects to improve process and efficiency resulting in reduced waits time and cost.
- Provided financial advice and education to the CEO, Finance Committee and Board of Trustees.

Controller (2005-2006) Reporting to the CFO directed budgeting, accounting, accounts payable, payroll, cash management and third party reimbursement.

- Provided management with budget training, education and leadership in budget development and budgetary control processes.
- Provided education to departmental managers in budget variance policies and reporting.
- Assisted and provided direction in implementation of controls in statistical reporting during first fiscal year of critical access hospital status, reducing potential future exposure from CMS audits.
- Conducted an internal audit of the cash collection process within the organization and implemented procedures to obtain consistency as well as enhance controls.
- Provided leadership in education and direction of a hospital wide revenue cycle committee.

CENTRAL NEW ENGLAND HEALTH ALLIANCE **(1988-2004)**

Leominster, MA

Corporate Controller (2003-2004) of a \$125M integrated delivery system that includes a two campus community teaching hospital with TEFRA based acute rehabilitation and psychiatric units, two nursing homes, visiting nurse association, medical equipment company, physician practice group and a campus real estate corporation. Reporting to the CFO directed all financial activities of the corporation, directed budgeting, accounting, patient accounts, accounts payable, payroll, cash management, third party reimbursement and contract negotiations for seven-affiliated companies.

- Developed financial and accounting system controls and standards and ensured timely financial and statistical reports for management and/or board use.
- Assisted the CFO in the development of the financial plan linking the organizations strategic mission to measurable financial goals. Including the preparation, monitoring and implementation of cash and capital planning budgets.
- Reduced the monthly financial closing schedule to six business days allowing for additional financial statement analysis.
- Led the Fiscal Services Division with a concentration in staff management, training, and development.

STEVEN L. MONETTE

Page 3

- Presented monthly financial statements to the finance committee in the absence of the CFO.
- Monitored loan and bond covenants for system debt obligations and ensured that the system's assets were effectively invested and managed.

Director of Payment Systems (1995-2003) Reporting to the CFO directed the revenue cycle management functions of the corporation, including patient financial services, patient registration, third party reimbursement, managed care contracting, operational and revenue budgeting. Assisted the CFO with continuous quality improvement initiatives, and cost reduction initiatives, managed the financial and operational analysis of new and existing programs.

- Increased Medicare reimbursement by \$2.5M to the Health System by appropriately allocating cost with the hospital and among entities, increased DSH days by developing a system to capture managed Medicaid days and Medicaid eligible days, and filing routine cost limit exceptions for the nursing homes.
- After various IS conversions, developed task force and implemented a plan to reduce accounts receivable days. The result yielded a 10 day decline and a \$2M increase in cash.
- In 1997, assisted in the development of a regulatory case to increase reimbursable cost for a 1986 nursing home construction project. This resulted in a \$1.8M settlement and the restoration of positive net worth.
- Consolidated complete charge masters from two separate provider numbers into one system.
- Implemented an accounting system for tracking patient accounting denials resulting in a \$500K annual reduction in denials.
- In 1999, implemented the harvest Contract Management System to help analyze manage care contracts for underpayments and contract negotiations. The ROI was realized from the first hospital PPO negotiation.
- Built and developed a complete hospital revenue model based on capitation membership and population data resulting with more accurate budgeting data during a time of major healthcare reimbursement change.
- Provided management with analysis that guided a re-allocation of patient services between two acute care campuses that reduced 90 FTE's and eliminated duplicate costs. This resulted in \$8M in annual savings.
- Within the PHO, assisted in negotiating capitation rates for services provided by the health system. Implemented concept of "continuum days" to distribute risk sharing funds between the physicians and the health system resulting in better physician relations.
- Managed and coordinated numerous charge master sensitivity analysis studies resulting in increased reimbursement opportunities along with ensuring compliance with billing regulations.

Director, Patient Accounting and Reimbursement (1990-1995) Reporting to the CFO directed the Patient Financial Services department of the hospital, as well as, coordinating the health system's reimbursement and statistical program.

- Consolidated two hospital billing departments into one, thereby increasing efficiencies and communications.
- Installed new technology that re-engineered office work allowing for more front-end work and FTE decreases. Led the successful automation of many clerical functions in registration and patient accounting, which improved productivity, cash collections, and days of cash on hand.
- Participated in the issuance of \$18 million in tax-exempt bonds through Massachusetts Health & Educational Facilities Authority and Massachusetts Determination of Need process.
- Assisted in due diligence proceedings in conjunction with the merger of the system.

Manager, General Accounting (1988-1990) Reporting to the Controller managed the financial statement preparation, short term cash management, year-end audit, accounts payable, payroll processing, third party contractual adjustments and liabilities.

STEVEN L. MONETTE

Page 4

COOLEY DICKINSON HOSPITAL, INC.
(1984-1988)

Northampton, MA

Manager, Budget and Reimbursement (1986 – 1988)
Manager, General Accounting (1984 – 1986)

COMMONWEALTH OF MASSACHUSETTS
Assistant Manager, Department of Mental Health (1981-1984)

Palmer, MA

EDUCATION:

Bachelor of Science in Business Administration with a major in Accounting
Western New England College, Springfield, MA

AFFILIATIONS:

Claremont Savings Bank
HFMA

Member, Board of Directors, Vice-Chair
Healthcare Financial Management Association
HFMA Membership Committee, Past Co-Chair, NH/VT Chapter
Education Committee member, NH/VT Chapter

Past member:

West Central Behavioral Health
United Way
Claremont Chamber of Commerce

Board of Directors
NH-Sullivan County United Way Investment Committee Member
Board of Directors

ACCOMPLISHMENTS Methods, Models and Tools workshop
Continuous Quality Improvement training
Human Rights complaint process facilitator
Management of individuals with high risk behaviors
Agency point person for state initiatives (HRST, START, RMC, COP, ITS, 1201)
SOLVE and Mandt Instructor
Development and continued growth of Clinical Services Department
Ongoing improvements to MDT, HRC, LRMC and provider QA committees

COMPETENCIES & EXPERIENCE

- Management and leadership strategies
- Efficient and effective written and verbal communication
- Quality assurance and quality management
- Critical thinking and problem solving
- Organized, self-directed with strong time management skills
- Training and program development
- Data analysis and compilation
- Person Centered Planning approaches
- Geriatric, psychiatric and medical knowledgebase
- Community relations and service provider integration / negotiations
- Job commitment and dependability
- Human Rights advocacy and monitoring

PROFESSIONAL EXPERIENCE **PATHWAYS OF THE RIVER VALLEY / DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY**
7/2017 - present
Senior Director Family Services
10/2013 - 6/2017
Director of Clinical Services
10/2007 - 10/2013
Family Services Director
6/2002 - 10/2007
Family Services Supervisor
6/1999 - 6/2002
Family Services Coordinator

GLENCLIFF HOME FOR THE ELDERLY
9/1986 - 8/1998
Supervisor of Therapeutic Activities / Recreational Therapist

HAVERHILL ACADEMY
8/1978 - 6/1986
Language Arts Teacher / Athletic Coach

Jean Warner
[REDACTED]
[REDACTED]

Skills:

- Quick learner
- Excellent organizational skills
- Team player and self-motivated
- Verbal and written communication skills
- Customer-focused
- Effective leader
- Efficient multi-tasker

Pathways of the River Valley (1993-present)

Senior Director Individualized Services (current)

- Provide leadership and oversight for areas of service delivery and planning, monitor service provision in accordance with consumer's Individual Service Agreements and regulatory requirements.
- Monitors consumer satisfaction to ensure optimal service standards are maintained and pursued.
- Ensures timely coordination of supports or services occurs, in conjunction with other consumer team members
- Participate in development of agency budget, maintain oversight of the agency direct service budget Participates in the development and implementation of agency strategic plan and other initiatives.
- Provides reports to Board of Directors regularly as scheduled or as needed.

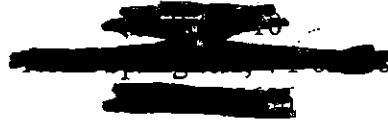
Service Development Director (9 years)

- Oversaw Participant Directed and Managed Services department
- Coordinated addition of a Benefits Specialist position
- Assists team members regarding issues of service coordination, continuity of care, consumer concern issues, and quality of care.
- Oversee assigned agency managers, including individual supervision, facilitation of department team meetings and evaluation and review of assigned employees.

Family Support Supervisor (5 years)

- Monitor team performance, including developing performance improvement plans
- Trained, coached and mentored employees Acts as administrative liaison to the Family Support Council, carries out Council requests and monitors services and supports provided.

Stephen Warner



Professional Summary

Extensive experience at the Leadership/management level in human services with a focus on developmental disabilities, residential support, and regulation adherence.

Highlights

- Certificate in nonprofit management from Marlboro college
- Winner of Ernest Hemmingway Leadership award
- Certified Mandt instructor
- Proficient with Microsoft office
- Experienced with NH He-M regulations and life safety code
- Strong organization skill
- Strategic thinker with a future-based mindset

Work experience

July 2003 to August 2005 Pathways of the River Valley- Claremont, NH. *Program Coordinator*

August 2005 to July 2007 Pathways of the River Valley-Claremont, NH. *Residential Supervisor*

July 2007 to July 2017 Pathways of the River valley-Claremont, NH. *Area Director*

July 2017 to present Pathways of the River Valley-Claremont, NH. *Senior Community Services Director*

Education

1998 Johnson State College, Johnson VT, Bachelors of art, Psychology

2010 Marlboro College, Norwich VT, Certificate in Nonprofit Management

References furnished upon request

- Participate in the Agency management team and other management activities/responsibilities as assigned (i.e. strategic planning, fiscal committee, and orientation).
- Supervise the supports provided by the NH Partners in Health Program. This includes direct supervision of the Partners in Health Family Support Coordinator, participation in statewide meetings, and attending Partners in Health Family Council Meetings as requested
- Participated in planning and achievement of goals and objectives consistent with the agency mission and philosophy.
- Ensure consistent compliance with applicable laws and regulations and ensured compliance with applicable State & Medicaid rules

Family Services Coordinator (7 years)

- Referred individuals, families/guardians to appropriate team members, community agencies and organizations to meet support needs.
- Referred individuals and families to community resources to improve well-being and quality of life.
- Facilitated ISA and other team meetings as necessary
- Monitored implementation and quality of services outlined in the ISA
- Collaborated with other area service providers

Childcare Lead Teacher/Provider (3 years)

References available upon request

KIM HENNING



Summary

Demonstrated success in human resource management, organizational leadership and change management. Accomplished trainer. Skilled in culture development and enhancement. Non-profit and corporate experience. Multi-site and multi-state experience.

Professional Experience

PathWays of the River Valley Director of Human Resources

6/2015 to Present

Oversee Human Resources function for organization including staffing, performance management, benefits administration, payroll, employee relations, employee safety, training and manager development. Member of Senior Leadership team. Staff of three.

- Revamped compensation structure for Direct Support Providers to include incentives for growth and retention.
- Developed and implemented supervisory training program to enhance knowledge and improve skills in the areas of employment law, goal setting, employee appreciation and performance management.

Kessler Collection, Bohemian Hotel Savannah Riverfront Director of Human Resources

2013 to 2014

Oversaw Human Resources function including payroll, employee relations, recruitment and talent management, training, benefits and worker's compensation. Member of property Executive Team.

- Achieved highest level of employee response (94%) to annual engagement survey in the company.

Tybee Island Management Company, Tybee Island, GA Director of Human Resources

2013

Hired to revamp and oversee human resources function including recruitment and talent management, employee relations, policy development and performance management.

Student Conservation Association, Inc. (SCA), Charlestown, NH Vice President for Human Resources

2001 to 2012

Director of Human Resources

1999 to 2001

Established first human resources function. Directed employee relations, talent management, compensation planning, legal compliance, policy development, training, performance management, benefits and payroll administration. Employed 185 regular staff nationally, 400+ seasonal staff and supported over 4,000 volunteers annually. Managed staff of seven. Member of Executive Team.

- Co-designed and implemented reorganization process that affected 50% of staff resulting in numerous internal promotions and limited layoffs.
- Implemented web-based payroll system that resulted in \$40,000 annual savings in processing fees.

- Maintained health insurance premium increases to 13% maximum and negotiated 4+ years of 0% increases by creatively working on plan design without sacrificing quality of coverage.

Education

Bachelor's Degree in Psychology

College of New Rochelle, magna cum laude

Computer Skills

MSOffice, MSForecaster, Certified Predictive Index (PI) analyst, Salesforce, Paylocity, Paycor, ADP Payforce and Workforce Now, iCIMS, DiSC, Taleo, Facebook, LinkedIn, Instagram, Twitter,

Professional Development

Strategic Human Resources, SHRM-sponsored Workshop, Washington, DC

2009

Leadership for Women in Human Resources, Simmons College, Boston, MA

2002

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Developmental Services of Sullivan County

Name of Program/Service:

Developmental and Aquired brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Mark Mills, Chief Executive Officer	\$124,300	0.00%	\$0.00
Steven L. Monette, Chief Financial Officer	\$115,000	0.00%	\$0.00
Joseph Smith, Sr. Dir. Of Family Services	\$75,000	0.00%	\$0.00
Jean Warner, Sr. Dir. Consumer Direct Service	\$70,000	0.00%	\$0.00
Steven Warner, Sr. Dir. Community Services	\$70,000	0.00%	\$0.00
Kim Henning, Director of Human Resources	\$75,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

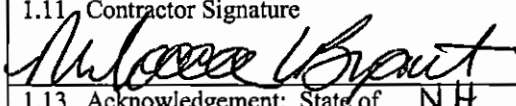
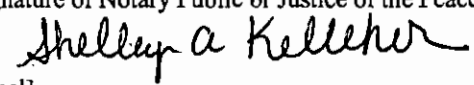
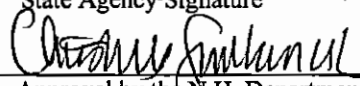
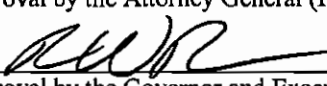
Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services Council		1.4 Contractor Address 719 North Main Street Laconia NH 03246	
1.5 Contractor Phone Number 603-581-1505	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,864,539.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rebecca L. Bryant President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> <u>LRCS</u> On <u>May 22, 2018</u> , before the undersigned officer, personally appeared the person identified proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>SHELLEY A. KELLEHER, Notary Public</u> <u>State of New Hampshire</u> <u>My Commission Expires July 19, 2022</u>			
1.14 State Agency Signature  Date: <u>5/23/18</u>		1.15 Name and Title of State Agency Signatory <u>Christine Sankar, Director DHS</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.



- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services

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- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost



of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall

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participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. Wait List Registry

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

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2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals



who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(cXaXs) and Section 441.710 (aX1X2).



2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest) over the next twelve (12) months}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,



- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.



- 2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.12.9. Contractors Request for Extension of Financial Filing Deadlines.
- 2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:
- 2.12.9.1.1. Requests shall be made in writing;
 - 2.12.9.1.2. Requests shall be sent to the director or designee;
 - 2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.12.9.1.4. Requests shall include the following:
 - 2.12.9.1.4.1. Contact information;
 - 2.12.9.1.4.2. Reason for requesting the extension; and
 - 2.12.9.1.4.3. New requested deadline.
- 2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region III defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
220

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
 - 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
 - 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
 - 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
 - 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
 - 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.



- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
474	0	374	100	119,437

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.
- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."



- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 10 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 547 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 1 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 individuals with developmental disabilities.



- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$5,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a



specific certification that support the mission of the community developmental services system.

- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

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Exhibit A-2 Lakes Region Community Services

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	41	36175
Community Participation Services			
	Day	132	565570
	SEP	14	27783
In Home Support Services			
	In Home Supports	28	336
Residences Which May Also Provide Community Participation Services			
	Day	42	165173
	Residential	43	15403
Residential Services			
	Residential	80	29200
Acquired Brain Disorders			
	Day	11	45806
	Residential	20	7076
	Consolidated Services	3	36
Managed Services			
	Consolidated Services	79	1128



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$108,268.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.

**New Hampshire Department of Health and Human Services
Developmental and Acquired Brain Disorder Services**



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children who have Autism**
- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 7. Payment for Continuing Education Assistance**
- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

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Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**
- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

RB

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/22/2018
Date



Name:

Title:

Rebecca L. Bryant
President & CEO
LRCS





CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/22/2018
Date



Name:

Title: **Rebecca L. Bryant**
President & CEO
LRCS

Exhibit E – Certification Regarding Lobbying

Contractor Initials





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/22/2018
Date

Name:

Title:

Rebecca L. Bryant
President & CEO
LRCS



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten initials "AB" in black ink.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/22/2018
Date

A handwritten signature in black ink, appearing to read "Rebecca L. Bryant".

Name:

Title:

Rebecca L. Bryant
President & CEO
LRCS

Exhibit G

Contractor Initials

Handwritten initials "RB" in black ink.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/22/2018
Date

A handwritten signature in black ink, appearing to read "Rebecca L. Bryant".

Name:
Title:

Rebecca L. Bryant
President & CEO
LRCS



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Christine Santantello
Signature of Authorized Representative

Christine Santantello
Name of Authorized Representative

Director DLTSS
Title of Authorized Representative

5/23/18
Date

Lakes Region Community Svcs Council
Name of the Contractor

Rebecca L. Bryant
Signature of Authorized Representative

Rebecca L. Bryant
Name of Authorized Representative
President & CEO

LRCS
Title of Authorized Representative

5/22/2018
Date

RB



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/22/2018
Date

Name:

Title:

Rebecca L. Bryant
President & CEO
LRCS

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 122778277
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 X NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>Rebecca Bryant</u>	Amount: <u>120,000</u>
Name: <u>Shannon Kelly</u>	Amount: <u>95,000</u>
Name: <u>Shelley Kelleher</u>	Amount: <u>85,000</u>
Name: <u>Wendy Robb</u>	Amount: <u>66,631</u>
Name: <u>Christopher Baines</u>	Amount: <u>65,000</u>



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

A handwritten signature in black ink, appearing to be "AB", is written over the "Contractor Initials" label.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

A handwritten signature in black ink, appearing to be "PB", written over a horizontal line.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

RB

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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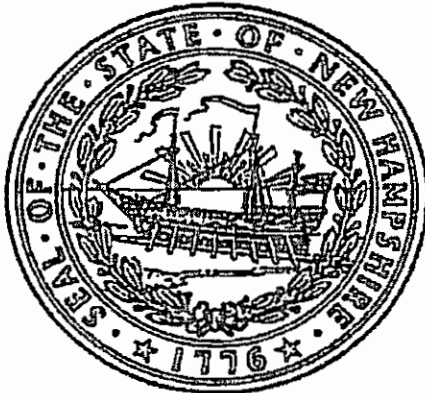
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109

Certificate Number : 0004081990



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Lynn Hilbrunner, do hereby certify that:
(Name of the Elected Officer of the Agency, cannot be Contract Signatory)

1. I am the duly elected Clerk of Lakes Region Community Services Council.
(Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency held on April 18, 2018:
(Date)

RESOLVED: That the President & Chief Executive Officer (CEO)
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of the 22 day of MAY, 2018.
(Date Contract Signed)
4. Rebecca L. Bryant is the duly elected President & CEO of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

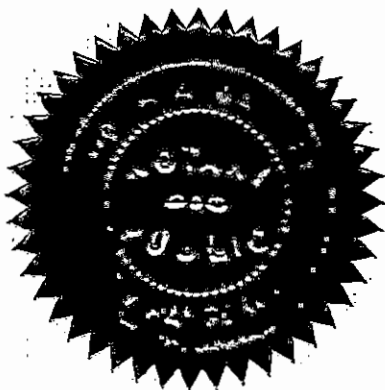
[Signature]
(Signature of the Elected Officer) (Date)

STATE OF New Hampshire
County of Belknap

The foregoing instrument was acknowledged before me this 22 day of May, 2018, by [Signature]
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace Signature)

Name (Print): Judith A. Maguire
Title: Notary Public
My Commission Expires: 10-1-2019





LAKES65

OP ID: AK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Melcher&Prescott-Moultonboro PO Box 1125 Moultonboro, NH 03254-1125		CONTACT Annette Kowalczyk PHONE (A/C, No, Ext): 603-476-8000 FAX (A/C, No): 603-476-5785 E-MAIL ADDRESS: akowalczyk@melcher-prescott.com	
INSURED Lakes Region Community Services Council Inc Shelley Kelleher P O Box 509 Laconia, NH 03246		INSURER(S) AFFORDING COVERAGE INSURER A: Citizen Insurance Company NAIC # 31534 INSURER B: Hanover Insurance Company 22292 INSURER C: Granite State Work Comp Manuf INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		ZDV8974270	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ABV8928397	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0		UHV8929075	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC012017000496	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of Coverage

CERTIFICATE HOLDER State of New Hampshire Dept. Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION STATE-1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2016/03)

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Mission Statement

Dedicated to serving the community by promoting independence, dignity and opportunity.

Value Statements

As individuals and as a community agency, we:

- Value all people;
 - Value a team approach in all we do;
 - Value and respect one another;
 - Value our relationships in the communities in which we live and work;
 - Value our role as facilitators of relationships; and
 - Value and recognize that our relationships evolve, grow, and change over time.
-

Financial Statements

LAKES REGION COMMUNITY SERVICES **COUNCIL, INC.**

**FOR THE YEARS ENDED
JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

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To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2017.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2017 and 2016, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2017 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2016 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated September 30, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonald & Roberts
Professional Association

Wolfeboro, New Hampshire
October 12, 2017

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,476,109	\$ 3,541,920
Certificates of deposits	251,277	500,433
Accounts receivable:		
Medicaid	628,782	1,420,753
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2017 and 2016	199,615	209,051
Prepaid expenses	<u>63,990</u>	<u>74,997</u>
Total current assets	<u>5,619,773</u>	<u>5,747,154</u>
PROPERTY, PLANT AND EQUIPMENT, NET	<u>3,716,911</u>	<u>3,836,365</u>
OTHER ASSETS		
Deposits	<u>37,779</u>	<u>39,879</u>
Total assets	<u>\$ 9,374,463</u>	<u>\$ 9,623,398</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 840,877	\$ 1,132,731
Accrued salaries, wages, and related expenses	421,686	541,370
Accrued earned time	304,442	314,801
Refundable advances	90,755	57,741
Contingent liability, health insurance costs	-	200,000
Other accrued expenses	<u>131,492</u>	<u>185,241</u>
Total current liabilities	<u>1,789,252</u>	<u>2,431,884</u>
LONG TERM LIABILITIES		
Due to affiliates, net	<u>226,729</u>	<u>326,297</u>
Total liabilities	<u>2,015,981</u>	<u>2,758,181</u>
NET ASSETS		
Unrestricted	5,956,378	5,412,950
Temporarily restricted	<u>1,402,104</u>	<u>1,452,267</u>
Total net assets	<u>7,358,482</u>	<u>6,865,217</u>
Total liabilities and net assets	<u>\$ 9,374,463</u>	<u>\$ 9,623,398</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017</u>	<u>2016</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,443,971	\$ -	\$ 1,443,971	\$ 1,380,392
Medicaid	20,595,182	-	20,595,182	20,749,967
Client resources	82,810	-	82,810	88,850
Other third party payers	67,776	-	67,776	111,825
Public support	306,229	-	306,229	313,996
Private foundations	73,814	-	73,814	51,436
Production/service income	247,621	-	247,621	298,533
Investment	3,268	-	3,268	1,718
State of New Hampshire - DDS	1,215,688	-	1,215,688	1,099,866
Management fees	18,537	-	18,537	20,882
Other	527,746	-	527,746	1,027,235
Total revenues	<u>24,582,642</u>	<u>-</u>	<u>24,582,642</u>	<u>25,144,700</u>
Expenses				
Program services				
Service coordination	1,213,529	-	1,213,529	1,156,613
Day programs	4,430,934	-	4,430,934	4,286,401
Early intervention	637,233	-	637,233	591,893
Enhanced family care	3,513,957	-	3,513,957	3,534,095
Community options	239,746	-	239,746	232,430
Community residences	7,283,139	-	7,283,139	6,717,648
Transportation	58,604	-	58,604	95,029
Family support	3,511,677	-	3,511,677	3,585,943
Other DDS	42,747	-	42,747	38,429
Other programs	1,038,518	-	1,038,518	1,596,414
Supporting activities				
General management	1,919,557	50,163	1,969,720	2,628,624
Fundraising	149,573	-	149,573	117,384
Total expenses	<u>24,039,214</u>	<u>50,163</u>	<u>24,089,377</u>	<u>24,580,903</u>
CHANGE IN NET ASSETS	543,428	(50,163)	493,265	563,797
NET ASSETS, BEGINNING OF YEAR	<u>5,412,950</u>	<u>1,452,267</u>	<u>6,865,217</u>	<u>6,301,420</u>
NET ASSETS, END OF YEAR	<u>\$ 5,956,378</u>	<u>\$ 1,402,104</u>	<u>\$ 7,358,482</u>	<u>\$ 6,865,217</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 493,265	\$ 563,797
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	245,253	233,465
(Increase) decrease in assets:		
Certificates of deposits	249,156	(500,433)
Accounts receivable	801,407	(296,979)
Prepaid expenses	11,007	71,047
Deposits	2,100	2,000
Increase (decrease) in liabilities:		
Accounts payable	(291,854)	249,658
Accrued salaries, wages, and related expenses	(119,684)	180,337
Accrued earned time	(10,359)	(24,723)
Refundable advances	33,014	(33,957)
Contingent liability, health insurance costs	(200,000)	200,000
Other accrued expenses	(53,749)	71,356
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,159,556</u>	<u>715,568</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property, plant and equipment	(125,799)	(134,191)
NET CASH USED IN INVESTING ACTIVITIES	<u>(125,799)</u>	<u>(134,191)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	-	(352,338)
(Decrease) increase in due to affiliates	(99,568)	186,442
NET CASH USED IN FINANCING ACTIVITIES	<u>(99,568)</u>	<u>(165,896)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	934,189	415,481
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>3,541,920</u>	<u>3,126,439</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 4,476,109</u>	<u>\$ 3,541,920</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ -</u>	<u>\$ 2,597</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 731,021	\$ 2,500,697	\$ 332,452	\$ 199,672	\$ 149,693
Employee benefits	217,885	742,807	99,188	59,795	44,294
Payroll taxes	51,082	187,914	24,132	13,581	10,189
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	125,654	-	167	3,171,214	-
Accounting/auditing	-	-	-	-	-
Legal	5,003	50	-	-	-
Subcontract services	520	6,348	126,213	714	1,800
Other professional fees	20,572	176,569	90	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	-
Conference/conventions	-	-	-	-	-
Other staff development	440	-	-	-	-
OCCUPANCY COSTS					
Rent	-	76,623	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	10,482	-	-	-
Repairs and maintenance	-	2,427	-	-	-
Other occupancy costs	42,387	30,883	32,238	16,088	2,885
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	2,209	8,556	66	318	-
Building/household	-	489	-	-	-
Client	870	8,980	-	21,656	-
Medical supplies	-	229	-	582	-
ASSISTANCE TO INDIVIDUALS	1,864	647	-	-	-
PRODUCT SALES	-	36,457	-	-	-
EQUIPMENT RENTAL	-	-	-	-	-
EQUIPMENT MAINTENANCE	-	423	-	440	-
DEPRECIATION	-	10,896	-	-	-
ADVERTISING	-	798	-	262	-
PRINTING	-	-	-	1,602	-
TELEPHONE	31	8,263	-	-	-
POSTAGE	-	19	-	-	-
TRANSPORTATION	13,742	469,310	20,066	26,319	30,885
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	100	245	-	-	-
CLIENT PAYMENTS	-	145,316	1,077	189	-
INTEREST	-	-	-	-	-
OTHER	149	5,506	1,544	1,525	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,213,529</u>	<u>\$ 4,430,934</u>	<u>\$ 637,233</u>	<u>\$ 3,513,957</u>	<u>\$ 239,746</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 3,408,511	\$ 19,210	\$ 1,118,360	\$ -	\$ 842,222
Employee benefits	991,694	5,581	327,849	-	57,083
Payroll taxes	237,790	1,308	80,767	-	86,784
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	5,699
Client treatment & therapies	132,211	-	1,358,584	-	-
Accounting/auditing	-	-	-	-	127,486
Legal	-	-	50	-	4,911
Subcontract services	1,823,889	-	313,274	-	2,024
Other professional fees	-	-	9,883	39,885	54,869
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	-
Conference/conventions	-	-	4,668	-	5,194
Other staff development	66	-	850	-	113,154
OCCUPANCY COSTS					
Rent	187,806	-	240	-	-
Mortgage payments	8,857	-	-	-	-
Utilities	97,732	-	-	-	47,809
Repairs and maintenance	24,045	150	-	-	102,949
Other occupancy costs	39,351	-	12,058	-	(179,433)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	13,414	-	332	200	43,578
Building/household	18,918	-	11	-	1,016
Client	130,928	-	1,541	-	8,599
Medical supplies	4,462	-	2,692	974	-
ASSISTANCE TO INDIVIDUALS	1,666	-	26,937	-	607
PRODUCT SALES	85	-	-	-	214
EQUIPMENT RENTAL	-	-	75	-	32,084
EQUIPMENT MAINTENANCE	5,794	-	200	-	26,521
DEPRECIATION	29,232	5,820	-	-	199,305
ADVERTISING	-	-	2,383	-	24,669
PRINTING	-	-	-	-	4,622
TELEPHONE	4,306	-	-	-	81,923
POSTAGE	73	-	165	-	16,323
TRANSPORTATION	121,402	26,535	188,071	1,688	457
INSURANCE	-	-	-	-	87,579
MEMBERSHIP DUES	-	-	61,997	-	54,437
CLIENT PAYMENTS	35	-	-	-	15,245
INTEREST	-	-	-	-	-
OTHER	872	-	690	-	101,790
TOTAL FUNCTIONAL EXPENSES	\$ 7,283,139	\$ 58,604	\$ 3,511,677	\$ 42,747	\$ 1,969,720

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 69,725	\$ 9,371,563	\$ 649,479	\$ 10,021,042	\$ 10,087,590
Employee benefits	21,117	2,567,293	190,139	2,757,432	3,022,697
Payroll taxes	4,926	698,473	47,401	745,874	756,905
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	5,699	-	5,699	3,099
Client treatment & therapies	-	4,787,830	24,719	4,812,549	4,880,436
Accounting/auditing	-	127,486	-	127,486	102,349
Legal	-	10,014	50	10,064	38,510
Subcontract services	-	2,274,782	7,432	2,282,214	2,170,722
Other professional fees	656	302,524	3,606	306,130	409,651
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	71	71	-	71	870
Conference/conventions	4,887	14,749	-	14,749	18,948
Other staff development	-	114,510	2,793	117,303	121,797
OCCUPANCY COSTS					
Rent	-	264,669	-	264,669	278,113
Mortgage payments	-	8,857	-	8,857	9,058
Utilities	-	156,023	-	156,023	162,171
Repairs and maintenance	-	129,571	1,108	130,679	123,832
Other occupancy costs	-	(3,543)	64,964	61,421	31,728
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	35	68,708	2,389	71,097	53,858
Building/household	-	20,434	192	20,626	22,892
Client	-	172,574	8,495	181,069	167,106
Medical supplies	-	8,939	366	9,305	12,992
ASSISTANCE TO INDIVIDUALS	-	31,721	4,037	35,758	38,321
PRODUCT SALES	-	36,756	-	36,756	36,604
EQUIPMENT RENTAL	-	32,159	-	32,159	31,679
EQUIPMENT MAINTENANCE	-	33,378	-	33,378	39,973
DEPRECIATION	-	245,253	-	245,253	233,465
ADVERTISING	2,013	30,125	-	30,125	23,181
PRINTING	2,537	8,761	-	8,761	7,825
TELEPHONE	-	94,523	-	94,523	87,824
POSTAGE	650	17,230	-	17,230	21,475
TRANSPORTATION	-	898,475	25,579	924,054	909,859
INSURANCE	-	87,579	-	87,579	87,655
MEMBERSHIP DUES	1,390	118,169	1,450	119,619	126,758
CLIENT PAYMENTS	-	161,862	909	162,771	192,915
INTEREST	-	-	-	-	2,597
OTHER	41,566	153,642	3,410	157,052	265,448
TOTAL FUNCTIONAL EXPENSES	\$ 149,573	\$ 23,050,859	\$ 1,038,518	\$ 24,089,377	\$ 24,580,903

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2017 and 2016, the Council had unrestricted and temporarily restricted net assets.

Cash and Cash Equivalents

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short term investments with original maturities of three months or less to be cash equivalents.

Certificates of Deposits

The certificates of deposits are carried at fair value. Interest is accrued and recognized in income when earned.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 3.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as unrestricted.

Property, Plant and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, certificates of deposits, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2017 and 2016.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. **PROPERTY AND EQUIPMENT**

As of June 30, 2017 and 2016, property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Buildings and improvements	\$ 3,920,342	\$ 3,898,954
Leasehold improvements	327,817	323,056
Furniture, fixtures and equipment	700,482	656,028
Vehicles	117,452	78,190
Land	152,200	152,200
Construction in progress	<u>11,585</u>	<u>-</u>
Total	5,229,878	5,108,428
Less accumulated depreciation	<u>1,512,967</u>	<u>1,272,063</u>
Property and equipment, net	<u>\$ 3,716,911</u>	<u>\$ 3,836,365</u>

Depreciation expense for the years ended June 30, 2017 and 2016 amounted to \$245,253 and \$233,465, respectively.

3. **DEMAND NOTE PAYABLE**

The Council maintains a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$3,000,000 and is renewable annually. Effective January 5, 2017 the Council renewed the revolving line of credit through December 31, 2017, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 8). At June 30, 2017 and 2016, the interest was stated at the bank's prime rate of 4.25% and 3.50%, respectively. There was no amount outstanding on this line of credit at June 30, 2017 and 2016.

4. **RESTRICTIONS ON NET ASSETS**

During the year ended June 30, 2012, the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2017 and 2016 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

5. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2017 and 2016, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2017 and 2016 was \$53,148 and \$63,923, respectively.

6. CONCENTRATION OF RISK

For the years ended June 30, 2017 and 2016, approximately 84% and 83%, respectively, of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for that region. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 76% and 87% of the total accounts receivable balances at June 30, 2017 and 2016, respectively.

7. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$296,828 and \$309,792 for the years ended June 30, 2017 and 2016, respectively.

The future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 132,819
2019	69,116
2020	36,516
2021	17,616
2022	<u>11,862</u>
Total	<u>\$ 267,929</u>

Refer to Note 8 for information regarding a lease agreement with a related party.

8. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provided transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2017</u>	<u>2016</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance Reimbursement
<u>Paid To:</u>	<u>2017</u>	<u>2016</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
Genera Corporation	\$ -	\$ 120,000	Contribution
Lakes Region Community Services Foundation	\$ 73,844	\$ 100,000	Contribution
<u>Due (To)/From:</u>	<u>2017</u>	<u>2016</u>	
Genera Corporation	\$ (61,643)	\$(214,211)	
Greater Laconia Transit Agency	(15,086)	(12,086)	
Lakes Region Community Services Foundation	<u>(150,000)</u>	<u>(100,000)</u>	
	<u>\$(226,729)</u>	<u>\$(326,297)</u>	

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 3).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

Insurance Reimbursement

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

Prepaid Expenses Related to Affiliated Organization

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the years ended June 30, 2017 and 2016.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$18,246 and \$30,585 for the years ended June 30, 2017 and 2016, respectively.

9. CONTINGENCIES - GRANT COMPLIANCE

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2017.

10. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2017 and 2016, client funds held by the Council aggregated \$221,183 and \$223,551, respectively.

11. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2017 and 2016. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2017 and 2016, cash balances in excess of FDIC coverage aggregated \$280,370 and \$617,057, respectively.

12. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

13. CONTINGENT LIABILITY HEALTH INSURANCE COSTS

During the year ended June 30, 2016, the Council experienced significant health insurance claims exceeding the insurance company's estimates. As such, the insurance company informed the Council of the actuarial estimates of the increased health insurance costs incurred. The estimated liability associated with this health insurance cost was \$200,000 for the year ended June 30, 2016. In accordance with Financial Accounting Standards Board ASC Topic 450-20, the Council had recorded this amount as a contingent liability.

During the year ended June 30, 2017 the Council's health insurance claims returned to historical levels. Management has evaluated the circumstances and determined that no contingent liability is necessary as of June 30, 2017.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 12, 2017, the date the June 30, 2017 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ 3,375	\$ 408	\$ 24,980	\$ 857,223	\$ -
Medicaid	896,050	3,717,027	330,159	4,014,663	298,408
Client resources	-	3,835	-	35,705	2,385
Other third party payers	16,596	50,661	519	-	-
Public support	-	600	11,200	-	-
Private foundations	-	-	-	-	-
Production/service income	1,589	245,869	163	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	77,759	-	-
Management fees	-	-	-	-	-
Other	<u>1,902</u>	<u>4,651</u>	<u>207</u>	<u>-</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 919,512</u>	<u>\$ 4,023,051</u>	<u>\$ 444,987</u>	<u>\$ 4,907,591</u>	<u>\$ 300,793</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
Program fees	\$ 335,051	\$ -	\$ 15,978	\$ 47,644	\$ 45,954
Medicaid	6,651,390	-	4,550,188	-	-
Client resources	29,465	-	11,420	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	-
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	3,268
State of New Hampshire - DDS	-	-	-	-	1,137,929
Management fees	-	-	-	-	14,400
Other	<u>28,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,284</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 7,044,604</u>	<u>\$ -</u>	<u>\$ 4,577,586</u>	<u>\$ 47,644</u>	<u>\$ 1,244,835</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2017 Totals</u>	<u>2016 Totals</u>
Program fees	\$ -	\$ 1,330,613	\$ 113,358	\$ 1,443,971	\$ 1,380,392
Medicaid	-	20,457,885	137,297	20,595,182	20,749,967
Client resources	-	82,810	-	82,810	88,850
Other third party payers	-	67,776	-	67,776	111,825
Public support	65,226	77,026	229,203	306,229	313,996
Private foundations	-	-	73,814	73,814	51,436
Production/service income	-	247,621	-	247,621	298,533
Investment	-	3,268	-	3,268	1,718
State of New Hampshire - DDS	-	1,215,688	-	1,215,688	190,400
Management fees	-	14,400	4,137	18,537	20,882
Other	<u>(12,116)</u>	<u>66,626</u>	<u>461,120</u>	<u>527,746</u>	<u>1,027,235</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 53,110</u>	<u>\$ 23,563,713</u>	<u>\$ 1,018,929</u>	<u>\$ 24,582,642</u>	<u>\$ 24,235,234</u>

Lakes Region Community Services Board of Directors 2017 - 2018

Gary Lemay, President * √

Margaret Selig, Vice President √

Lynn Hilbrunner, Secretary * √

Carrie Chase, Treasurer * √

R. Stuart Wallace, Past Board President * √

Randy Perkins, Member-at-Large √

Richard Crocker

Garrett Lavallee

Elise Cushing

Catherine Walker

Thomas Costigan, Jr.*

Jeanin Onos*

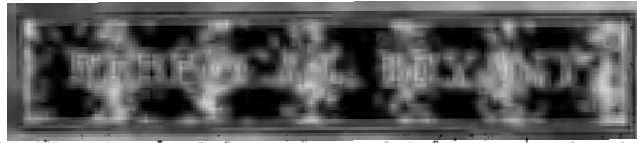
Rosa Michaud

Sarah Young

DIRECTORS EMERITI

Matthew Canfield, *Director Emeritus*

√ Denotes Executive Committee Member * Denotes a Board Member Consumer



EDUCATION

New England College

May 2018, Masters of Business Administration, Non Profit Leadership

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

† Management Award

† NH Small Business Institute Project of the Year

† Business Manager, Equinox, Keene State Student Newspaper

EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

President & CEO January 2017 – Current

Director of Finance April 2007 – January 2017

Chief Financial Officer of Community Based Not-For-Profit Corporation. Oversee financial and personnel administration for private non-profit human services agency with an annual budget of \$26 million and 500 employees. Prepare and monitor annual budgets. Negotiate funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepare and manage contracts with funding sources and vendors. Oversee Agency Risk Management program. Administer the agency's compensation and benefits plans. Ensure compliance with applicable state and federal labor regulations. Oversee the installation and support of agency Information Technology. Major accomplishments include \$2.5mil Capital Campaign, compete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Report to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

Controller August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.



Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

Hyperion Administrator July 2000-August 2000

Assistant Hyperion Administrator January 1999-July 2000

Assistant Treasury Manager October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

SKILLS, CERTIFICATIONS

- ♦ Justice of the Peace, State of New Hampshire
- ♦ Notary Public, State of New Hampshire
- ♦ Leadership Lakes Region Class of 2008
- ♦ Proficiency in all Microsoft Office Applications
- ♦ Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
 - ♦ ADP and Harper's Payroll Systems
 - ♦ Business Process Kaizen
 - ♦ LEAN

BOARDS

- ♦ Community Health Services Network (CHSN), IDN 5, Board Secretary
- ♦ Sigma One Manufacturer's Worker's Compensation Trust, Board Member at large
- ♦ Community Support Network Incorporated (CSNI) Board Member at large

COMMUNITY

- ♦ SAU #45 Superintendent Search Committee December 2016 – March 2017
 - ♦ Children's Ministry Volunteer, Grace Capital Church 2015 - Current
 - ♦ Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
 - ♦ Den leader, Cub Scout Pack 369 2005 – 2015
 - ♦ Advancements Chair, Cub Scout Pack 369 2005 – 2009
- ♦ Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
 - ♦ Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
 - ♦ Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
 - ♦ Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010
 - ♦ Youth Basketball Coach 2013 – 2014
 - ♦ Streetcar Company, Community Theatre House Manager

Shannon M. Kelly



EDUCATION: **Wheelock College, Boston, MA**
Bachelors of Social Work, 1985

EXPERIENCE: **Lakes Region Community Services, Laconia, NH**

EXECUTIVE VICE PRESIDENT (2/17 to present)

Responsibilities: Provide direct supervisory leadership and oversight to all service delivery programs and directors; support the directors and staff in a manner that empowers them to lead their departments effectively; ensure that LRCS develops a deeper bench for succession planning by identifying and mentoring future leaders within the organization; evaluate and monitor all functions of the service delivery departments of the organization to assure quality and operations are in compliance with applicable laws and regulations; solve problems with LRCS service delivery department and develop strategies to circumvent systemic issues; and lead agency initiatives regarding service delivery.

DIRECTOR OF INDIVIDUAL AND FAMILY SERVICES (6/15 to 2/17)

Responsibilities: Provide leadership to & oversight of the day to day operations for the departments of Resource Coordination, Self-Directed Services and Home Assist Services; ensure that service delivery promotes independence, dignity & opportunity while maintaining the health & safety for all individuals; develop and monitor individual & department budgets; oversee Intake & Eligibility; provide training for individuals, families & staff; participate in the statewide committees for each of the respective services; serve as the liaison for the Family Support Council; serve as liaison for NH CarePath initiatives at the state & local levels.

DIRECTOR OF COMMUNITY SUPPORT SERVICES (7/12 to 6/15)

Responsibilities: develop a new department of the organization to oversee the service models for Self Directed Services (SDS) and In-Home Supports; recruit SDS Representatives to provide on-going support to individuals and families with directing and managing their services to achieve satisfaction while maintaining compliance with state regulations and adherence to the state's guidelines in utilizing Medicaid funds. Continue to expand the Home Assist Services for elders and individuals with chronic illnesses. Successfully bid for and be awarded two state contracts via a grant application process for In-Home Care in southern Grafton County (July, 2013) and Belknap County (July, 2014) growing the services by 300%. Serve as INTERIM DIRECTOR OF SHARED FAMILY LIVING (2/13-12/14)

DIRECTOR OF HOME ASSIST (3/10 to 7/12)

Responsibilities: support the marketing of the service via public presentations, articles and advertisement; Oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensure the program's licensing and certification.

DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)

Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

New England Salem Children's Trust, Rumney, NH

DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)

Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

Lakes Region Community Services, Laconia, NH

DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)

Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;.

COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)

Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)

Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

Center for Humanistic Change, North Adams, MA

CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)

VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)

TRAINING:

• Family Support • Supporting & Strengthening Families • Dual Diagnoses • Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations Trainings • Personnel Law • Interpersonal Communication •

REFERENCES:

Available upon request.

Shelley Kelleher

Skills	Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP
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Lakes Region Community Services

Laconia, NH

2017-Present	Vice President & Chief Financial Officer -Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$27M and 500 employees.
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2012-2016	Controller -Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.
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- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011	Senior Staff Accountant -Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.
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- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006	Finance Manager -Manage controls and accuracy of financial data for \$300M division.
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- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001	Senior Manager, Financial Planning and Analysis -Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.
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- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.
- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000	Merisel, Incorporated
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Marlborough, MA

	NAM Reporting and Financial Analysis Manager -Manage subsidiary reporting and analysis.
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Shelley Kelleher

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

State Street Bank & Trust Company

Quincy, MA

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education

Master of Business Administration
Bentley University, Waltham, MA
Concentration: Finance

May 1993
Graduate School of Business

BA in Economics and Political Science
University of Massachusetts, Boston, MA

July 1987
School of Arts and Sciences

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Lakes Region Community Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: FY19 (7/1/18 - 6/30/19)			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rebecca Bryant, President & CEO	\$120,000	75.00%	\$90,000.00
Shelley Kelleher, Vice President & CFO	\$85,000	75.00%	\$63,750.00
Shannon Kelly, Executive Vice President	\$95,000	75.00%	\$71,250.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$225,000.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

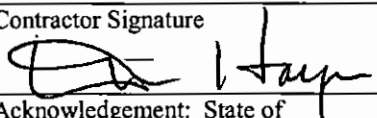
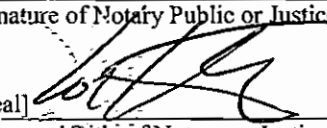
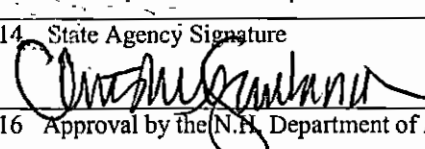

Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Developmental Services, Inc.		1.4 Contractor Address 121 Railroad Street Keene NH 03431	
1.5 Contractor Phone Number 603-352-1304 ext 262	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,242,044.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq.		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DON HAYES, PRESIDENT	
1.13 Acknowledgement: State of _____, County of _____ On MAY 21, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JOEL D. FITZPATRICK, Notary Public My Commission Expires August 14, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace JOEL FITZPATRICK, Notary			
1.14 State Agency Signature  Date: 5/23/18		1.15 Name and Title of State Agency Signatory Christine Santanella, DASS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/29/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

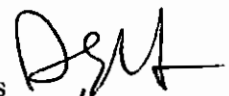
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this


5/21/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

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1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:

1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;

1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;

1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.

1.9. Fiscal Year is a period beginning July 1 and ending June 30.

1.10. Days in this Agreement shall mean calendar days.

1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:

2.1.1. Community Support/Independent Living Services

2.1.2. Community Participation Services and/or Employment Services

2.1.3. Family-Centered Early Supports and Services

2.1.4. Family Support Services

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- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost

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of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall

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participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;

2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;

2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and

2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. **Wait List Registry**

2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.

2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.

2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.

2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.

2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.

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2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals

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who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(cXaXs) and Section 441.710 (aX1X2).

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2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest) over the next twelve (12) months}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

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- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.



2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter

2.12.9. Contractors Request for Extension of Financial Filing Deadlines.

2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:

2.12.9.1.1. Requests shall be made in writing;

2.12.9.1.2. Requests shall be sent to the director or designee;

2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and

2.12.9.1.4. Requests shall include the following:

2.12.9.1.4.1. Contact information;

2.12.9.1.4.2. Reason for requesting the extension; and

2.12.9.1.4.3. New requested deadline.

2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

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Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

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- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region V defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
400

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.

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- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA). —
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.

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- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicate d Families to be Served	Number of Unduplicate d Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
329	0	0	329	65,227

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.
- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

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- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 25 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 718 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 18 individuals with developmental disabilities.

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- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$5,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

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11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a

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specific certification that support the mission of the community developmental services system.

- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

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Exhibit A-2 Monadnock Developmental Services

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	55	86577
Community Participation Services			
	Day	116	255384
	SEP	61	168212
In Home Support Services			
	In Home Supports	36	432
Residences Which May Also Provide Community Participation Services			
	Day	119	478284
	Residential	118	34349
Residential Services			
	Residential	64	18436
Services to Persons With Acquired Brain Disorders			
	Day	17	68832
	Residential	19	5543
	Consolidated Services	1	12
Participant Directed and Managed Services			
	Consolidated Services	66	792



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$74,591.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.

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Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children who have Autism**
- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 7. Payment for Continuing Education Assistance**
- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.

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Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.**
- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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5/21/15

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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5/21/15



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

[Handwritten Signature]
Date *5/21/18*

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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5/21/18



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data, subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

[Handwritten Signature]

5/21/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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5/21/15

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/21/18
Date

[Signature]
Name:
Title: President

Contractor Initials DEH
Date 5/21/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

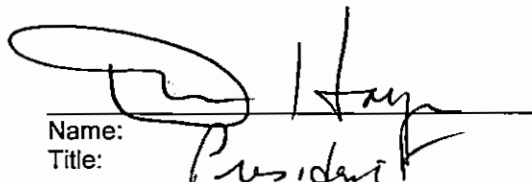
The undersigned certifies, to the best of his or her knowledge and belief, that:

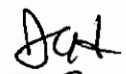
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/21/18
Date


Name:
Title: President



5/21/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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5/21/15

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

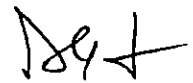
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/21/18
Date


Name:
Title:

Contractor Initials



Date 5/21/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

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5/21/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/21/18
Date



Name: _____
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date

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5/21/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/21/18
Date


Name: _____
Title: President


Contractor Initials 
Date 5/21/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Christine Santaniello
Signature of Authorized Representative

Christine Santaniello
Name of Authorized Representative

Director, DPHSS
Title of Authorized Representative

5/23/15
Date

Monadnock Developmental Services

Name of the Contractor

[Signature]
Signature of Authorized Representative

Don Hayes
Name of Authorized Representative

Board President
Title of Authorized Representative

5/21/15
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

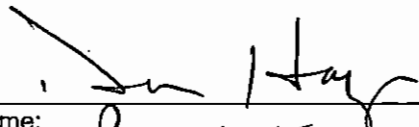
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/21/18
Date


Name: President
Title:

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Date 5/21/18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 158556217
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Aut
5/21/18



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

BSA

9/21/18

State of New Hampshire

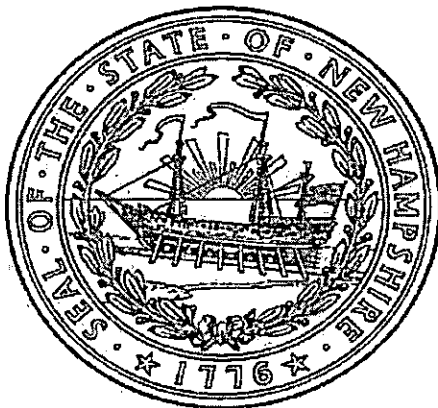
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK DEVELOPMENTAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 69358

Certificate Number: 0004094423



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Beth Provost, do hereby certify that:

1. I am a duly elected Member of the Board of Directors of Monadnock Developmental Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 21, 2018:

RESOLVED: That Don Hayes, President of the Board of Directors

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2018.

4. Don Hayes is the duly elected President of the Board of Directors of Monadnock Developmental Services, Inc.

Beth Provost

Beth Provost, Secretary

STATE OF N.H.

County of cheshire

The forgoing instrument was acknowledged before me this 21st day of May, 2018.

By: Beth Provost, Secretary

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires 8/14/18

JOEL D. FITZPATRICK, Notary Public
My Commission Expires August 14, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME: PHONE (A/C, No., Ext): 603-352-2121 FAX (A/C, No.): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
INSURED Monadnock Developmental Services 121 Railroad Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
MONADNOCKDEVELO		NAIC # 0	

COVERAGES

CERTIFICATE NUMBER: 1823251199

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1669675	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY-AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1669663	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PHUB588298	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
DHHS
129 Pleasant Street
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Tonja Kendall, ACSR PHONE (A/C, No, Ext): (603) 668-3311 E-MAIL: Tonja@wizinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Eastern Alliance Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC #
INSURED Monadnock Developmental Services, Inc. 121 Railroad Street Keene NH 03431	

COVERAGES

CERTIFICATE NUMBER: 18-19 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>				EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					AGGREGATE \$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	Excl: Michael Forrest & Donald Hayes 01-0000113026-00 Cov A: NH	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

joel@mds-nh.org

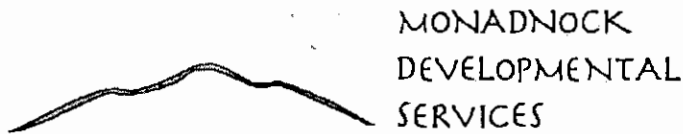
State of New Hampshire
Dept. of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Wieczorek/TONJA



MDS Mission Statement

Because we believe...

that everyone, from children to the elderly, has the right to experience a safe, supportive family life, in all its many facets;

that respecting each person's and each family's values is the foundation for building and strengthening people's lives;

— that power, authority and responsibility lie with each person for how they will live their life;

The mission of MDS is...

to work toward inclusion, participation and mutual relationships for all people who are at risk of isolation from community. We will promote self-determination and quality of life, develop an environment that encourages creativity, innovation and individuality, and ensure quality of supports.

Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

**FOR THE YEARS ENDED
JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND
SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2017 AND 2016

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To the Board of Directors of
Monadnock Developmental Services, Inc. and Subsidiary
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying consolidated financial statements of Monadnock Developmental Services, Inc. (a New Hampshire nonprofit organization) and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2017, and the related consolidated statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. —

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Developmental Services, Inc. and Subsidiary as of June 30, 2017, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Developmental Services, Inc. and Subsidiary's 2016 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated November 22, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The schedule of functional revenues on page 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Leone, McDonald & Roberts
Professional Association

November 22, 2017
Wolfeboro, New Hampshire

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2017 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

ASSETS

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
Cash and equivalents	\$ 2,389,494	\$ 154,126	\$ -	\$ 2,543,620	\$ 752,423
Client funds	230,075	-	-	230,075	151,577
Accounts receivable:					
Medicaid	1,065,148	-	-	1,065,148	2,547,163
Medical insurance	25,000	-	-	25,000	25,000
Other	66,317	4,409	-	70,726	84,114
Prepaid expenses	126,718	1,248	-	127,966	165,325
Deposits	10,715	-	-	10,715	11,585
Property and equipment, net of accumulated depreciation	1,352,152	2,784,513	-	4,136,665	4,253,166
Loan reserves	-	121,820	-	121,820	104,607
Investment in insurance captive	85,992	-	-	85,992	85,663
Total	<u>\$ 5,351,611</u>	<u>\$ 3,066,116</u>	<u>\$ -</u>	<u>\$ 8,417,727</u>	<u>\$ 8,180,623</u>

LIABILITIES AND NET ASSETS

LIABILITIES

Client funds	\$ 230,075	\$ -	\$ -	\$ 230,075	\$ 151,577
Accounts payable	1,308,067	24,667	-	1,332,734	1,130,045
Accrued salaries and wages and related expenses	473,399	-	-	473,399	642,600
Accrued sick time	29,513	-	-	29,513	-
Other accrued expenses	2,250	15,121	-	17,371	22,531
Refundable advances	144,306	-	-	144,306	131,730
Notes payable	501,440	2,756,741	-	3,258,181	3,371,787
Total liabilities	<u>2,689,050</u>	<u>2,796,529</u>	<u>-</u>	<u>5,485,579</u>	<u>5,450,270</u>

NET ASSETS

Unrestricted:					
Board designated	448,678	-	-	448,678	530,212
Other unrestricted	2,160,277	269,587	-	2,429,864	2,146,535
Temporarily restricted	53,606	-	-	53,606	53,606
Total net assets	<u>2,662,561</u>	<u>269,587</u>	<u>-</u>	<u>2,932,148</u>	<u>2,730,353</u>
Total	<u>\$ 5,351,611</u>	<u>\$ 3,066,116</u>	<u>\$ -</u>	<u>\$ 8,417,727</u>	<u>\$ 8,180,623</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
CHANGES IN UNRESTRICTED NET ASSETS					
Revenues and Support					
Medicaid	\$ 25,913,038	\$ -	\$ -	\$ 25,913,038	\$ 25,399,506
Other program fees	656,810	-	-	656,810	735,886
State of New Hampshire - DDS	503,982	-	-	503,982	581,470
Residential fees	325,767	-	-	325,767	386,371
Rental income	132,448	369,749	(210,893)	291,304	297,094
Client resources	178,490	-	-	178,490	265,821
Grants	146,460	-	-	146,460	139,261
Vocational rehabilitation fees	43,079	-	-	43,079	37,174
United Way	30,153	-	-	30,153	38,250
Contributions and other public support	17,753	-	-	17,753	25,320
Production/service income	5,578	-	-	5,578	7,220
Investment income	1,969	115	-	2,084	1,921
Gain on sale of assets	200	-	-	200	-
Other income	164,456	-	-	164,456	69,711
Total unrestricted revenues and support	28,120,183	369,864	(210,893)	28,279,154	27,985,005
Expenses					
Program services					
Service Coordination	1,611,005	-	(73,813)	1,537,192	1,533,520
Family support	493,591	-	(27,416)	466,175	545,481
Subcontracted area agency program services	16,297,996	-	-	16,297,996	14,962,838
In house area agency program services:					
ISO	4,924,299	-	(48,505)	4,875,794	5,308,460
PDMS	2,127,559	-	-	2,127,559	2,275,672
Non DDS funded programs:					
MCST	553,854	-	-	553,854	484,807
Other Non DDS funded programs	541,052	-	-	541,052	609,047
Railroad Street Mill, Inc.	-	317,249	-	317,249	319,760
Supporting services					
General management	1,421,647	-	(61,159)	1,360,488	1,509,429
Total expenses	27,971,003	317,249	(210,893)	28,077,359	27,549,014
CHANGES IN UNRESTRICTED NET ASSETS	149,180	52,615	-	201,795	435,991
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS					
Contributions	-	-	-	-	5,000
CHANGE IN NET ASSETS	149,180	52,615	-	201,795	440,991
NET ASSETS - BEGINNING OF YEAR	2,513,381	216,972	-	2,730,353	2,289,362
NET ASSETS - END OF YEAR	\$ 2,662,561	\$ 269,587	\$ -	\$ 2,932,148	\$ 2,730,353

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUSIDIARY**

**CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Monadnock Developmental Services, Inc.	Railroad Street Mill, Inc.	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
CASH FLOWS FROM OPERATING ACTIVITIES					
Changes in net assets	\$ 149,180	\$ 52,615	\$ -	\$ 201,795	\$ 440,991
Adjustments to reconcile increase in unrestricted net assets to net cash from operating activities:					
Depreciation and amortization	150,176	81,347	-	231,523	237,071
Gain on sale of assets	(200)	-	-	(200)	(700)
Loss on sale of assets	8,520	-	-	8,520	-
Imputed interest on long term debt	-	13,170	-	13,170	13,170
Decrease (increase) in assets:					
Accounts receivable - Medicaid	1,482,015	-	-	1,482,015	(1,394,951)
Accounts receivable - medical insurance	-	-	-	-	(25,000)
Accounts receivable - Other	15,623	(2,235)	-	13,388	49,269
Prepaid expenses	37,349	10	-	37,359	(33,588)
Deposits	870	-	-	870	(50)
Investment in insurance captive	(329)	-	-	(329)	(30,224)
Increase (decrease) in liabilities:					
Accounts payable	203,225	(536)	-	202,689	(141,529)
Accrued salaries, wages and related expenses	(169,201)	-	-	(169,201)	1,424
Accrued sick time	29,513	-	-	29,513	-
Other accrued expenses	(5,011)	(149)	-	(5,160)	2,508
Refundable advances	12,576	-	-	12,576	(34,399)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>1,914,306</u>	<u>144,222</u>	<u>-</u>	<u>2,058,528</u>	<u>(916,008)</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Additions to property and equipment	(55,416)	(68,126)	-	(123,542)	(41,063)
Increase in loan reserves	-	(17,213)	-	(17,213)	(17,208)
Proceeds from the sale of assets	200	-	-	200	700
NET CASH USED IN INVESTING ACTIVITIES	<u>(55,216)</u>	<u>(85,339)</u>	<u>-</u>	<u>(140,555)</u>	<u>(57,571)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Repayment of long term debt	(64,194)	(62,582)	-	(126,776)	(188,104)
NET CASH USED IN FINANCING ACTIVITIES	<u>(64,194)</u>	<u>(62,582)</u>	<u>-</u>	<u>(126,776)</u>	<u>(188,104)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	1,794,896	(3,699)	-	1,791,197	(1,161,683)
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>594,598</u>	<u>157,825</u>	<u>-</u>	<u>752,423</u>	<u>1,914,106</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 2,389,494</u>	<u>\$ 154,126</u>	<u>\$ -</u>	<u>\$ 2,543,620</u>	<u>\$ 752,423</u>

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency PDMS Program	Total DDS Funded	MCST	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2017 Total	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
Salaries and wages	\$ 943,088	\$ 983,743	\$ 235,376	\$ -	\$ 2,475,875	\$ 640,939	\$ 5,279,021	\$ 258,149	\$ 240,223	\$ -	\$ 498,372	\$ 5,777,393	\$ -	\$ 5,777,393	\$ 6,039,132
Employee benefits	134,170	243,585	36,084	-	718,976	39,977	1,172,792	115,182	74,090	-	189,252	1,362,044	-	1,362,044	1,263,513
Payroll taxes	77,087	71,730	20,548	-	169,740	39,605	378,708	21,053	21,343	-	42,396	421,104	-	421,104	424,859
Family provider services	-	2,531	56,693	-	699,289	643,519	1,402,032	-	-	-	-	1,402,032	-	1,402,032	1,828,585
Respite care	375	1,248	105,206	-	48,129	71,313	226,271	-	-	-	-	226,271	-	226,271	262,330
Client treatment and care	-	22,612	3,964	37,260	108,095	59,733	229,664	65	-	-	65	229,719	-	229,719	250,053
Accounting fees	31,300	-	-	-	-	-	31,300	-	-	-	-	31,300	-	31,300	31,200
Legal fees	5,503	-	-	-	-	-	5,503	-	-	-	-	5,503	-	5,503	24,628
Other professional fees	82,057	50,225	2,266	-	9,821	993	145,362	7,174	20,041	3,588	30,803	178,165	-	176,165	194,399
Subcontractors	-	-	120	16,159,951	139,898	402,990	16,702,959	113,350	-	7,443	120,793	16,823,752	-	16,823,752	15,693,496
Staff development	8,464	1,483	1,074	-	20,835	5,684	37,510	5,130	1,151	-	6,281	43,791	-	43,791	40,841
Rent	61,159	101,229	-	-	131,560	32,400	326,348	-	29,702	-	29,702	356,050	(210,893)	145,157	161,182
Mortgage payments	-	-	-	-	8,261	-	8,261	-	-	-	-	8,261	-	8,261	12,409
Utilities	4,915	8,134	-	-	38,408	-	51,457	-	35,401	42,016	77,417	128,874	-	128,874	123,087
Repairs and maintenance	-	-	-	-	1,000	-	1,000	-	27,375	16,720	44,095	45,095	-	45,095	49,384
Property taxes	-	-	-	-	13,570	-	13,570	-	1,000	35,928	36,928	50,498	-	50,498	46,629
Other occupancy costs	-	-	-	-	5,459	40	5,499	-	6,495	-	6,495	11,994	-	11,994	10,642
Home modifications	-	-	-	-	-	73,403	73,403	-	-	-	-	73,403	-	73,403	42,604
Office supplies	9,959	11,705	638	-	7,680	1,154	31,136	947	383	-	1,330	32,466	-	32,466	34,933
Building supplies	1,178	1,909	685	-	11,350	2,688	17,820	-	7,173	-	7,173	24,993	-	24,993	30,027
Client consumables	-	-	6,043	-	53,338	9,918	69,299	40	917	-	957	70,256	-	70,256	78,785
Production supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39
Medical supplies	-	-	-	-	2,446	2,102	4,548	-	84	-	64	4,612	-	4,612	6,817
Computer supplies	-	998	-	-	2,851	867	4,516	889	499	-	1,388	5,904	-	5,904	15,402
Equipment rental	2,664	6,371	-	-	5,342	2,459	16,836	-	-	-	-	16,836	-	16,836	17,304
Equipment maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	556
Depreciation expense	7,633	8,649	2,650	87,504	26,439	11,423	144,298	2,973	2,905	81,347	87,225	231,523	-	231,523	237,071
Advertising	(816)	-	-	-	13,559	1,986	14,939	2,183	226	-	2,409	17,348	-	17,348	15,528
Printing	(1,278)	4,812	-	-	3,373	772	7,679	548	1,812	-	2,360	10,039	-	10,039	12,587
Telephone	9,061	16,375	1,328	-	35,141	7,305	69,210	1,953	2,074	-	4,027	73,237	-	73,237	68,220
Postage	3,265	8,422	-	-	5,851	65	17,803	225	808	-	1,033	18,636	-	18,636	19,999
Transportation	6,194	36,893	20,918	660	142,952	75,033	282,860	23,020	26,361	-	49,401	332,061	-	332,061	363,095
Assistance to individuals	-	8,414	-	-	-	-	8,414	-	-	-	-	8,414	-	8,414	3,697
Insurance	21,585	19,722	-	12,621	21,970	1,138	77,036	-	22,041	20,001	42,042	119,078	-	119,078	119,827
Interest expense	416	-	-	-	3,812	-	4,228	-	18,693	110,194	128,887	133,115	-	133,115	140,558
Other expenses	13,478	215	-	-	1,459	73	15,225	993	255	12	1,260	16,485	-	16,485	87,838
Total functional expenses	\$ 1,421,647	\$ 1,611,005	\$ 493,591	\$ 18,297,996	\$ 4,924,299	\$ 2,127,559	\$ 26,876,097	\$ 553,854	\$ 541,052	\$ 317,249	\$ 1,412,155	\$ 28,288,252	\$ (210,893)	\$ 28,077,359	\$ 27,549,014

See Notes to Financial Statements

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Monadnock Developmental Services, Inc. (MDS) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to facilitate the integration of individuals with developmental disabilities within their communities in ways to maximize opportunities for living, working, socializing, learning new skills and maintaining existing ones, participating in community activities of choice which promote independence, dignity and respect and which assist individuals to assume valued roles within their communities. The Organization serves the developmentally disabled of Cheshire County and the surrounding communities.

Railroad Street Mill, Inc. (Railroad) was incorporated under the laws of the State of New Hampshire on March 25, 2010 for the purpose of holding title to personal and real property and to collect all income earned from said property for the exclusive benefit of Monadnock Developmental Services, Inc.

Principles of Consolidation

The consolidating financial statements include the accounts of Monadnock Developmental Services, Inc. and Railroad Street Mill, Inc. Railroad Street Mill, Inc. is consolidated since Monadnock Developmental Services, Inc. has both an economic interest in Railroad Street Mill, Inc. and control of Railroad Street Mill, Inc. through a majority voting interest in its governing board. All material intra-entity transactions have been eliminated.

Basis of Accounting

The financial statements of Monadnock Developmental Services, Inc. and subsidiary have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2017 and 2016, the Organization had unrestricted and temporarily restricted net assets.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Property and Depreciation

The Organization follows the policy of charging to expense, annual amounts of depreciation, which allocates the cost of the property and equipment over their estimated useful lives. Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 39 years
Vehicles	5 years
Furniture and equipment	5 - 7 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.

Property and equipment consisted of the following at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Land, buildings and improvements	\$ 5,667,862	\$ 5,567,135
Vehicles	521,357	712,555
Equipment	514,526	506,709
Furniture	<u>147,583</u>	<u>147,583</u>
	6,851,328	6,933,982
Less accumulated depreciation	<u>(2,714,663)</u>	<u>(2,680,816)</u>
Property, net	<u>\$ 4,136,665</u>	<u>\$ 4,253,166</u>

Depreciation expense for the years ended June 30, 2017 and 2016 was \$231,523 and \$237,071, respectively.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Accrued Sick Time

The Organization has accrued a liability for future compensated sick time that its employees have earned and which is not vested with the employee.

Income Taxes

Monadnock Developmental Services, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Railroad Street Mill, Inc. is exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation.

Management has evaluated the Organizations' tax positions and concluded that the Organizations have maintained their tax-exempt status and do not have any uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Organizations are no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Advertising

The Organization expenses advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2017 and 2016, all cash and cash equivalents were classified as Level 1 and were based on fair value. Valuation was derived on the open market.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

2. CONCENTRATION OF CREDIT RISK

The Organization maintains several of its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 as of June 30, 2017 and 2016. At June 30, 2017 and 2016, the uninsured balances aggregated \$2,455,215 and \$639,647, respectively.

3. **INVESTMENT IN INSURANCE CAPTIVE**

During May of 2013, the Organization entered into a captive insurance program sponsored by Roundstone Insurance Ltd (Sponsor), to provide reinsurance coverage on behalf of several participants of a group captive known as Roundstone Mid Market Med Group Captive (Roundstone). The Organization and other participants purchase insurance from one or more insurance companies reinsured by the Sponsor. The Organizations' participant investment into the captive insurance program amounted to \$85,992 and \$85,663, respectively at June 30, 2017 and 2016. As of June 30, 2016, the Organization's insurance agreement with Roundstone ended, and the Organization entered an agreement with a new group captive, Hamilton EmCap Program, as of July 1, 2016.

4. **DEMAND NOTE PAYABLE**

For the years ended June 30, 2017 and 2016, the Organization maintained a revolving line of credit with a bank. The maximum available credit at June 30, 2017 and 2016 was \$1,500,000. Interest is stated at the Wall Street Journal Prime Rate or 4%, whichever is greater. At June 30, 2017 and 2016, there were no amounts outstanding on this line of credit. The demand note payable is secured by all business assets of the Organization.

5. **LONG TERM DEBT**

The long term debt of the Organization consisted of the following at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
<u>MONADNOCK DEVELOPMENTAL SERVICES, INC.</u>		
Mortgage note payable to a bank in monthly installments for principal and interest of \$460 through November of 2017. Interest is stated at the three year United States Treasury Yield plus 3%, adjustable every three years. This resulted in an interest rate of 3.88% at June 30, 2017 and 2016. The note is collateralized by real estate owned by the Corporation.	\$ 1,826	\$ 7,164
Mortgage note payable to a bank in monthly installments for principal and interest of \$748 through July of 2033, at which time all principal and interest is due and payable. Interest is fixed for five years and then stated at the five year Wall Street Prime Rate plus .50%. This resulted in an interest rate of 3.50% at June 30, 2017 and 2016. The note is collateralized by real estate owned by the Organization.	110,883	115,892
5% note payable to a Corporation in monthly installments for principal and interest of \$995 through October of 2028. The note is collateralized by real estate owned by the Organization.	102,832	109,330

4.75% mortgage note payable to a bank in monthly installments for principal and interest of \$432 through January of 2029, at which time all principal and interest is due and payable. The note is collateralized by real estate owned by the Organization.

45,367 48,319

Mortgage note payable to a bank in monthly installments for principal and interest of \$5,105 through July of 2016. Interest was fixed for three years and then stated at the Wall Street Prime Rate plus 1.00%, adjustable yearly. This resulted in an interest rate of 4.50% at June 30, 2016. The note was collateralized by real estate owned by the Organization and was repaid in full during the year ended June 30, 2017.

- 5,035

Mortgage note payable to a bank in monthly installments for principal and interest of \$939 through January of 2035, at which time all principal and interest is due and payable. Interest is fixed for five years at 3.75%. The note is collateralized by real estate owned by the Organization.

144,916 150,645

Mortgage note payable to a bank in monthly installments for principal and interest of \$988 through November of 2025, at which time all principal and interest is due and payable. Interest is fixed for three years at 4.99%. The note is collateralized by real estate owned by the Organization.

81,967 89,532

4.50% retail installment contract payable to a bank in monthly installments for principal and interest of \$556 through August of 2016. The note was collateralized by a Company vehicle and was repaid in full during the year ended June 30, 2017.

- 1,102

4.25% retail contract payable to a bank in monthly installments for principal and interest of \$1,101 through May of 2018. The note is collateralized by Company vehicles.

10,766 23,237

1.00% retail installment contract payable to the New Hampshire Health and Education Authority in monthly installments for principal and interest of \$970 through February of 2018. The note is collateralized by Company vehicles.

2,883 15,378

RAILROAD STREET MILL, INC.

4% mortgage note payable to Rural Development in monthly installments for principal and interest of \$13,313 through July of 2040. The note is collateralized by real estate owned by the Organization.

2,395,153 2,457,734

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

214,693 206,874

0% (imputed at 4%) note payable to an economic development corporation. There are no payments due on the note until June of 2020 when all principal is due and payable. The note is collateralized by real estate owned by the Organization.

146,895 141,545

\$ 3,258,181 \$ 3,371,787

The scheduled maturities of long term debt as of June 30, 2017 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 109,709
2019	98,208
2020	102,355
2021	506,677
2022	111,182
Thereafter	<u>2,330,050</u>
	<u>\$ 3,258,181</u>

6. BOARD DESIGNATED FUNDS

As of June 30, 2017 and 2016, the Board of Directors has designated funds to be used for the following:

	<u>2017</u>	<u>2016</u>
Development costs	\$ 290,783	\$ 322,317
Property maintenance and acquisitions	157,895	157,895
Client crisis	<u>-</u>	<u>50,000</u>
	<u>\$ 448,678</u>	<u>\$ 530,212</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. The plan permits eligible employee deferrals of up to 5% of compensation. These deferrals may be matched by the Organization at its discretion. In addition, the plan allows eligible employees to make an additional voluntary contribution of up to 15% of compensation; these additional deferrals are not subject to any Organization match. All full-time employees are eligible to participate after one year of employment and the attaining of age 18. The Organization's contribution to the retirement plan for the years ended June 30, 2017 and 2016 was \$98,259 and \$102,394, respectively.

8. ECONOMIC DEPENDENCY

The Organization's services are performed mostly within Cheshire County, New Hampshire. For the years ended June 30, 2017 and 2016, approximately 92% and 91% of the total support and revenue was derived from Medicaid, respectively. The future level of services provided by the Organization is dependent upon the funding policies of Medicaid or securing additional sources of income.

Medicaid receivables comprise approximately 92% and 96% of the total accounts receivable balances at June 30, 2017 and 2016, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

In order for the Organization to receive this Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Developmental Services as the provider of services for developmentally disabled individuals for its region. The designation is received by the Organization on a quadrennial basis. The current designation expires in September of 2019. Annually, the Organization engages in a contract with the State of New Hampshire to perform these services for the coming year.

9. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities for their programs. The terms of these leases range from one to ten years. The Organization also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$356,050 and \$372,075 for the years ended June 30, 2017 and June 30, 2016, respectively.

During June of 2010, Railroad Street Mill, Inc. purchased property in Keene, New Hampshire where Monadnock Developmental Services, Inc. maintains its main offices. Rent charged to Monadnock Developmental Services, Inc. for each of the years ended June 30, 2017 and 2016 was \$210,893.

The approximate future minimum lease payments on the above leases as of June 30, 2017 were as follows:

<u>Year Ended</u> <u>June 30</u>	<u>Amount</u>
2018	\$ 19,200
2019	19,200
2020	19,200
2021	19,950
2022	20,400
Thereafter	<u>68,850</u>
	<u>\$ 166,800</u>

10. RENTAL INCOME

For the year ended June 30, 2016 the Organization leased commercial space to tenants under various non-cancelable operating lease agreements, the initial terms of which vary in length from between one and three years. The leases provided for annual rental increases based upon the Consumer Price Index with certain operating expense escalation charges. At June 30, 2017 all leases had expired and tenants were considered at will. As a result, there are not future minimum rents to be received.

11. CONTINGENCIES

Grant Compliance

The Organization receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined by government audits or assessed as of June 30, 2017.

12. CLIENT FUNDS

The Organization administers funds for certain consumers. As of June 30, 2017 and 2016, client funds held by the Organization were as follows:

	<u>2017</u>	<u>2016</u>
Client funds administered by the Organization	<u>\$ 230,075</u>	<u>\$ 151,577</u>

There is an offsetting liability titled "Client funds" for the same amount in each respective year.

13. FLEXIBLE BENEFITS PLAN

The Organization maintains a flexible benefits plan for its employees. Substantially all full time employees are eligible to participate. There is no contribution required from the Organization to this plan other than administrative costs.

14. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Non-cash investing and financing transactions:

	<u>2017</u>	<u>2016</u>
Purchase of property and equipment	\$ 123,542	\$ 41,063
Amount financed and allowances	<u>-</u>	<u>-</u>
Cash paid for property	<u>\$ 123,542</u>	<u>\$ 41,063</u>
Cash paid for interest	<u>\$ 133,115</u>	<u>\$ 140,558</u>

15. RESTRICTIONS ON NET ASSETS

The temporarily restricted net assets consist of contributions received by the Organization that have not been used in satisfaction for the specified purpose of the donors as of June 30, 2017 and 2016. During the year ended June 30, 2016, the Organization received a contribution of \$5,000 restricted for the use of dental funds.

16. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

17. SUBSEQUENT EVENTS

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 22, 2017, the date when the financial statements were available to be issued.

**MONADNOCK DEVELOPMENTAL SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	General Management	Service Coordination	Family Support	Subcontracted Area Agency Program Services	In House Area Agency ISO Program	In House Area Agency PDMS Program	Total DDS Funded	MCST	Other Non DDS Funded	Railroad Street Mill, Inc.	Total Non DDS Funded	2017 Total	Eliminations	Consolidated Totals 2017	Consolidated Totals 2016
Medicaid	\$ -	\$ 1,384,055	\$ 511,411	\$ 16,852,981	\$ 3,965,128	\$ 2,072,603	\$ 25,486,178	\$ 394,396	\$ 32,464	\$ -	\$ 426,860	\$ 25,913,038	\$ -	\$ 25,913,038	\$ 25,399,506
State of New Hampshire - DDS	37,844	78,099	37,448	171,230	112,947	66,414	503,982	-	-	-	-	503,982	-	503,982	581,470
Residential fees	-	-	-	57,414	180,854	33,217	271,485	-	54,282	-	54,282	325,767	-	325,767	386,371
Other program fees	-	53,528	(53,522)	-	364,225	108,368	472,600	83,818	90,592	-	184,210	658,810	-	658,810	735,688
Grants	4,609	-	69,314	-	-	-	73,923	72,537	-	-	72,537	146,460	-	146,460	139,261
Rental income	-	-	2,400	-	490	-	2,890	-	129,558	369,749	499,307	502,197	(210,893)	291,304	297,094
Local education	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vocational rehabilitation fees	-	-	-	-	-	-	-	43,079	-	-	43,079	43,079	-	43,079	37,174
Client resources	49,467	(515)	-	90,465	11,721	17,020	168,158	-	10,332	-	10,332	178,490	-	178,490	265,621
Production/service income	-	-	2,603	-	-	-	2,603	-	2,975	-	2,975	5,578	-	5,578	7,220
Contributions and other public support	17,753	-	-	-	-	-	17,753	-	-	-	-	17,753	-	17,753	30,320
United Way	-	-	30,153	-	-	-	30,153	-	-	-	-	30,153	-	30,153	38,250
Investment income	1,969	-	-	-	-	-	1,969	-	-	115	115	2,084	-	2,084	1,921
Other income	108,673	150	1,608	-	15,854	-	124,285	31,889	8,282	-	40,171	184,456	-	184,456	69,711
Gain on sale of assets	200	-	-	-	-	-	200	-	-	-	-	200	-	200	-
Total functional revenues	\$ 218,515	\$ 1,515,318	\$ 601,415	\$ 17,272,090	\$ 4,851,219	\$ 2,897,622	\$ 27,156,179	\$ 635,519	\$ 328,485	\$ 369,884	\$ 1,333,868	\$ 28,490,047	\$ (210,893)	\$ 28,279,154	\$ 27,990,005

Monadnock Developmental Services, Inc.

FEIN # 02-0369974

<u>Board Member</u>	<u>Term Effective</u>	<u>Term Ends</u>	<u>Title</u>	<u>Town</u>
Don Hayes	12/1/2016	11/30/2019	President	Keene
Michael Forrest	12/1/2017	11/30/2020	Past President	Keene
James Schofield	12/1/2017	11/30/2020	Vice President	Keene
Timothy Jordan	1/30/2017	11/30/2020	Treasurer	Keene
Beth Provost	12/1/2015	11/30/2018	Secretary	Keene
Mickey Cronin	1/30/2017	11/30/2018	member	Chesterfield
Elizabeth Kenney	12/1/2015	11/30/2018	member	Peterborough
Terry Manahan	12/1/2017	11/30/2020	member	Harrisville
Heather McGreer	1/30/2017	11/30/2020	member	Keene
Adele Remillard	12/1/2015	11/30/2018	member/Council Liason	Jaffrey
Ben Schiffelbein	2/19/2018	11/30/2020	member	Keene
Sand Seligman	12/1/2016	11/30/2019	member	Keene

Alan Greene

Current Employment

Monadnock Developmental Services, Inc.

Keene, NH

Executive Director,

Responsible for policy, planning, administering and monitoring services for all citizens with a developmental disability in New Hampshire's Region V.

Education

Temple University

Philadelphia, PA

Master's level Special Education certification

Ph.D. program in Educational Psychology (ABD)

Drew University

Madison, NJ

Bachelor of Arts in Psychology

Mary-Anne Wisell

Education

Keene State College

Bachelor of Science May 1990

Elementary Education

Work Experience

Director of Operations Monadnock Developmental Services, Keene, NH 2006- Present

- Supervise Service Coordination Supervisors, Nurse Trainers, Intake, START Coordinators and Human Resources
- Working with department heads and senior management to get the best performance from staff
- Create and oversee systems to monitor quality assurance in regional services
- Assist with crisis intervention, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development
- Facilitate Strategic Planning
- Participate in statewide and community
- Assist with special projects and assignments when needed

Adult Service Coordination Supervisor Monadnock Developmental Services, Keene, NH 2004- 2006

- Supervise 13 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed
- Coordinate caseload of 5-8 individuals; facilitate team meetings and individual needs

Adult Service Coordinator Monadnock Developmental Services, Keene, NH 2002-2004

- Facilitate team meetings and program development to work towards individuals' goals and dreams
- Write annual Individual Service Agreement, monthly contact notes and funding requests
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion
- Maintain contact with individuals, families, guardians and vendor agencies

Committee Membership

- MDS Human Rights Committee
- MDS Budget Committee
- Monadnock Region Council for Healthier Community
- Regional NH Care Path Committee
- MDS Risk Management Committee
- Statewide Risk Management Committee
- CSNI Quality Improvement Committee
- Bureau Of Developmental Services Medication Committee

Joel D. Fitzpatrick

Director of Finance

Experience

Monadnock Developmental Services, Keene, NH

2009 to Present

Director of Finance

Responsible for all financial operations of a \$28 million not-for-profit health & human services agency. The agency provides support services to individuals with an array of developmental disabilities and is primarily funded by Medicaid through the State of New Hampshire Bureau of Developmental Disabilities.

Primary roles include:

- Supervision of a 7 person business office and all associated functions.
- Budget responsibilities include working with staff, management and liaisons within State government to develop and approve individual program budgets and maintain those accurately within the agency master budget. Annual budget submissions are required to the State of NH.
- Contracts administration with all provider agencies and most major outside vendors including the State of New Hampshire.
- Financial risk management activities include overall budget oversight and trend analysis as well as administration over banking, insurance and property management functions.
- Financial reporting requirements include interface with staff, management and board of directors.
- Roles in management team and Budget Committee allow for input around strategic planning and overall agency direction.
- With MDS accounting department since 2006 as controller; cross trained in all business functions.

Education

University of Massachusetts, Amherst, MA

ALISON V. SCALIA

Education

Springfield College, Springfield, MA
Bachelor of Science May 2004
Sports Biology Major

Work Experience

Adult Service Coordination Supervisor Monadnock Developmental Services, Keene, NH 2010- Present

- Supervise 10 service coordinators with traditional and self-directed caseloads
- Assist with caseload intervention, advocacy, quality review and problem solving.
- Oversee and facilitate service development, different funding requests and budget development.
- Facilitate team meetings to work toward department and agency goals.
- Participate in statewide and community meetings and maintain contact with provider agencies.
- Assist with special projects and assignments when needed.
- Coordinate caseload of 10 individuals; facilitate team meetings and individual needs.

Adult Service Coordinator Monadnock Developmental Services, Keene, NH January 2008-May 2010

- Facilitate team meetings and program development to work towards individuals' goals and dreams.
- Write annual Service Plans, monthly notes and narratives for funding.
- Assist with benefits, housing, problem solving, advocacy, crisis management and inclusion.
- Maintain contact with individuals, families, guardians and vendor agencies.
- Assist with special projects and assignments when needed.
- Co-coordination REACT program, active member of Safety Committee and Dance Committee.

High School Program Manager Best Buddies Connecticut, New Haven, CT July 2005-July 2007

- Coordinated trainings for over 100 student leaders focusing on intellectual disabilities.
- Recruited, motivated, encouraged and trained committed volunteers to assist in running local chapters and increase personal commitment.
- Organized and led leadership development training for students with intellectual disabilities.
- Oversaw all day-to-day operations of 18 chapters within the region totaling 600 participants.
- Assisted State Director to maintain funding for half million dollar budget.
- Honored as National Employee of the Month for January 2007.

Direct Support Professional Monadnock Developmental Services, Keene, NH November 2004- July 2005

- Coordinated and aided in daily living skills, socialization, and leisure activities for individuals with disabilities and intellectual disabilities in the community.
- Administered medication.

References available upon request.

Lynn Yeiter

Monadnock Developmental Services, Inc.

Children's Service Coordination Supervisor

December 2007 – present

Responsibilities: Oversight of Children's Service Coordination, Partners In Health, Early Supports and Services Coordination, Respite and In Home Supports staff and associated program budgets that collectively serve approximately 600 individuals; maintain a caseload of 20 – 25 individuals; serve on the MDS management team as well as human rights and budget committees; serve as the liaison to the MDS Family Council.

1977 Fitchburg State College B.S. Special Education

1983 Assumption College M.A. Rehabilitation Counseling

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Monadnock Developmental Services, Inc.

Name of Program/Service: R5 Area Agency: DD/ABD waiver services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Alan Green, Executive Director	\$145,735	0.00%	\$0.00
Mary-Anne Wisell, Director of Operations	\$84,006	0.00%	\$0.00
Joel Fitzpatrick, Director of Finance	\$75,000	0.00%	\$0.00
Alison Scalia, Adult Service Coordination Supv.	\$53,000	0.00%	\$0.00
Lynn Yelter, Children's Service Coordination Supv.	\$48,009	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

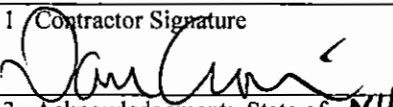
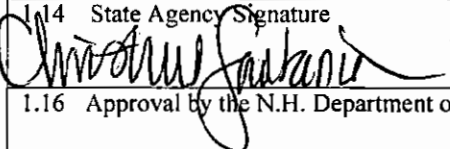
Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Moore Center Services, Inc.		1.4 Contractor Address 195 McGregor Street, Unit 400 Manchester NH 03102	
1.5 Contractor Phone Number 603-206-2849	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,621,781.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel Cronin, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>May 21, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Brenda A. Head</u> [Seal]		BRENDA A. HEAD, Notary Public My Commission Expires October 7, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Brenda A. Head, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santaniello, DLSS Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>RWR</u> On: <u>5/29/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

OC
5/21/18



- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services



- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost

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of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall



participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. **Wait List Registry**

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.



2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals

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who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(c)(Xa)(Xs) and Section 441.710 (a)(1)(X2).

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2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest) over the next twelve (12) months}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,

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- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.

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- 2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.12.9. Contractors Request for Extension of Financial Filing Deadlines.
 - 2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:
 - 2.12.9.1.1. Requests shall be made in writing;
 - 2.12.9.1.2. Requests shall be sent to the director or designee;
 - 2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.12.9.1.4. Requests shall include the following:
 - 2.12.9.1.4.1. Contact information;
 - 2.12.9.1.4.2. Reason for requesting the extension; and
 - 2.12.9.1.4.3. New requested deadline.
 - 2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.

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Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.

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- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region VII defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."

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4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
826

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.

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- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.

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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
 - 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
 - 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
 - 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
 - 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
 - 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
 - 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.

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- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicat ed Families to be Served	Number of Unduplicated Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
810	0	601	209	99,234

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.
- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.
- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."

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- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 24.5 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 699 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 4 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 0 individuals with developmental disabilities.

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- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$18,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."

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11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a

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specific certification that support the mission of the community developmental services system.

- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

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Exhibit A-2 Moore Center Services

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
Community Participation Services	Community Support Services	29	22905
	Day	281	1246189
	SEP	77	213308
In Home Support Services			
	In Home Supports	67	804
Residences Which May Also Provide Community Participation Services			
	Day	61	237080
	Residential	63	17768
Residential Services			
	Residential	234	63562
Services to Persons With Acquired Brain Disorders			
	Day	11	40050
	Residential	32	9142
	Consolidated Services	7	84
Participant Directed and Managed Services			
	Consolidated Services	127	1523



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$155,765.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children who have Autism**
- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 7. Payment for Continuing Education Assistance**
- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

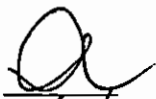
PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.


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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Signature]
5/21/18

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

5/21/18
Date

Contractor Name: Moore Center Services, Inc.


Name: Daniel Cronin
Title: Chair of the Board

Contractor Initials OC
Date 5/21/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Moore Center Services, Inc.

5/21/18
Date

[Signature]
Name: Daniel Cronin
Title: Chair of the Board



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/21/18
Date

Contractor Name: Moore Center Services, Inc.

[Signature]
Name: Daniel Cronin
Title: Chair of the Board



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/21/18
Date

Contractor Name: moore Center Services, Inc.

A handwritten signature in black ink, appearing to read "Daniel Cronin".

Name: Daniel Cronin

Title: Chair of the Board

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Handwritten initials "DC" in black ink.

Date

5/21/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

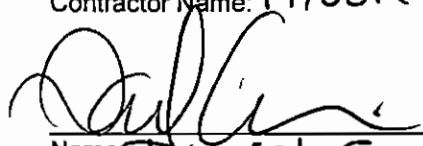
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Moore Center Services, Inc.

5/21/18
Date


Name: Daniel Cronin
Title: Chair of the Board

Contractor Initials DC
Date 5/21/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

OC
5/21/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State
Christian Santaniello
Signature of Authorized Representative
Christian Santaniello
Name of Authorized Representative
Director, DHS
Title of Authorized Representative
5/23/18
Date

Moore Center Services, Inc.
Name of the Contractor
[Signature]
Signature of Authorized Representative
Daniel Cronin
Name of Authorized Representative
Chair of the Board
Title of Authorized Representative
5/21/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

5/21/18
Date

Contractor Name: Moore Center Services, Inc.

Name: Daniel Cronin
Title: Chair of the Board

Contractor Initials: DC
Date: 5/21/18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073978223
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a


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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

[Signature]
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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

[Signature]
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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.


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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5/21/18



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

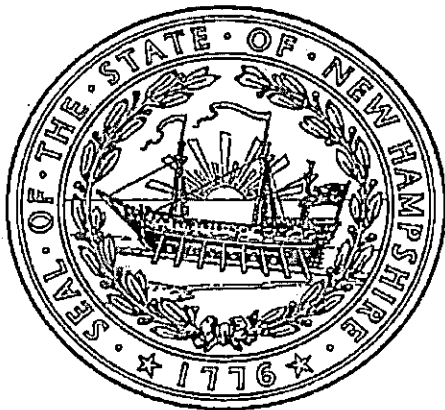
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOORE CENTER SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 11, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61654

Certificate Number : 0004081971

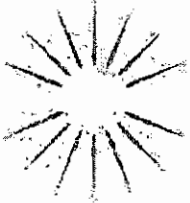


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



The Moore Center
Creating opportunities for a good life.™

CERTIFICATE OF VOTE

I, Heidi Copeland, Secretary, do hereby certify that:

1. I am a duly elected Officer of Moore Center Services, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Monday, May 21, 2018:

RESOLVED: That Daniel Cronin, Chair, Arthur Sullivan, Vice Chair, and Debra Davis Thum, Treasurer are hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolution have not been amended or revoked, and remains in full force and effect as of the 21st day of May, 2018.
4. Daniel Cronin, is the duly elected Chair of the Board of the Agency.

Heidi Copeland, Secretary

STATE OF New Hampshire
County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of May, 2018, by Heidi Copeland, Secretary:

Brenda A. Head, Notary Public

My Commission Expires: 10/7/20

BRENDA A. HEAD, Notary Public
My Commission Expires October 7, 2020

(NOTARY SEAL)



10/10/10 10/10/10 10/10/10
10/10/10 10/10/10 10/10/10





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com
INSURED Moore Center Services and Moore Realty Inc 195 McGregor Street #400 Manchester NH 03102	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17-18 All w/18-19 WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1668097	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1668089	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB587833	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		HCBS20180000020 (3a.) NH All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime		PHPK1668097	7/1/2017	7/1/2018	Employee Dishonesty \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

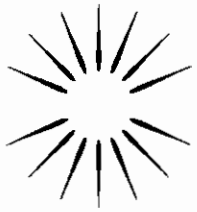
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

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The Moore Center
Creating opportunities for a good life.™

MISSION STATEMENT

Mission:

“The Moore Center serves people with intellectual, developmental and personal challenges by creating opportunities for a good life.”

Vision:

“We envision a day when all people, despite their challenges, are fully engaged in their communities and living a good life. “

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
MANCHESTER, NEW HAMPSHIRE
JUNE 30, 2017 AND 2016



INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Moore Center Services, Inc.
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of **Moore Center Services, Inc.** and **Moore Realty, Inc.**, which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, cash flows, functional revenues and other support and functional expenses for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entities' preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entities' internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Moore Center Services, Inc.
Manchester, New Hampshire

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Moore Center Services, Inc. and Moore Realty, Inc. as of June 30, 2017 and 2016, and the changes in their net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As disclosed in Note 17, Moore Center Services, Inc. and Moore Realty, Inc. adopted ASU 2015-03 to simplify the reporting of unamortized financing costs by reporting these costs as a direct reduction from the note payable and including the related amortization as interest expense. The accounting guidance requires retrospective application. Our opinion is not modified with respect to this matter

Manchester, New Hampshire
October 24, 2017

Howe, Riley & Howe, PLLC

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Financial Position
June 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents - unrestricted	3,727,394	3,474,561
Accounts receivable:		
Medicaid	1,940,783	2,445,508
Other - net of allowance for doubtful accounts of \$26,668 in 2017 and \$50,216 in 2016	221,809	129,339
Contributions receivable	57,138	54,108
Bond sinking fund	79,033	74,867
Prepaid expenses	140,823	136,074
Client and tenant funds	240,685	246,849
	<u>6,407,665</u>	<u>6,561,306</u>
PROPERTY AND EQUIPMENT, net	<u>5,477,994</u>	<u>5,715,374</u>
OTHER ASSETS		
Cash held for restricted purposes	119,465	-
Deposits	9,716	9,716
Interest in assets held by New Hampshire Charitable Foundation	189,926	175,112
Investments	1,039,223	959,576
	<u>1,358,330</u>	<u>1,144,404</u>
Total	<u>\$ 13,243,989</u>	<u>\$ 13,421,084</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Financial Position
June 30, 2017 and 2016

LIABILITIES AND NET ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT LIABILITIES		
Current portion of mortgage bonds payable	95,000	90,000
Current portion of notes payable	59,450	57,599
Accounts payable	814,657	983,339
Other liabilities	533,317	195,577
Accrued salaries and wages	417,376	711,809
Accrued payroll taxes	31,852	65,902
Accrued earned time	157,414	144,120
Due to clients and tenants	240,685	246,849
	<u>2,349,751</u>	<u>2,495,195</u>
LONG-TERM LIABILITIES		
Mortgage bonds payable, less current portion shown above:		
Principal amount	3,440,000	3,535,000
Less: unamortized financing costs	128,520	134,904
	<u>3,311,480</u>	<u>3,400,096</u>
Mortgage bonds payable, less unamortized financing costs	3,311,480	3,400,096
Notes payable, less current portion shown above	116,423	152,362
Interest rate swap agreement	689,217	971,364
Deferred compensation plan	1,038,723	971,576
	<u>5,155,843</u>	<u>5,495,398</u>
NET ASSETS		
Unrestricted		
Board designated	100,000	100,000
General	5,470,598	5,282,159
	<u>5,570,598</u>	<u>5,382,159</u>
Total unrestricted	5,570,598	5,382,159
Temporarily restricted	119,465	-
Permanently restricted	48,332	48,332
	<u>5,738,395</u>	<u>5,430,491</u>
Total net assets	5,738,395	5,430,491
Total	<u>\$ 13,243,989</u>	<u>\$ 13,421,084</u>

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statement of Activities

For the Year Ended June 30, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2017</u>
REVENUES AND OTHER SUPPORT	48,169,911	186,522	-	48,356,433
NET ASSETS RELEASED FROM RESTRICTIONS	<u>67,057</u>	<u>(67,057)</u>	<u>-</u>	<u>-</u>
Total	<u>48,236,968</u>	<u>119,465</u>	<u>-</u>	<u>48,356,433</u>
EXPENSES				
Program services:				
Service coordination services	3,299,309	-	-	3,299,309
Day services	8,004,048	-	-	8,004,048
Residential services	18,575,981	-	-	18,575,981
Combined day and residential services	4,796,245	-	-	4,796,245
Family directed services	6,166,401	-	-	6,166,401
Independent living services	149,655	-	-	149,655
Family support services	957,798	-	-	957,798
Early supports and services	1,893,373	-	-	1,893,373
Other program services	1,520,816	-	-	1,520,816
Supporting services:				
General management	<u>2,967,051</u>	<u>-</u>	<u>-</u>	<u>2,967,051</u>
Total expenses	<u>48,330,677</u>	<u>-</u>	<u>-</u>	<u>48,330,677</u>
CHANGE IN NET ASSETS, before gain on interest rate swap agreement	(93,709)	119,465	-	25,756
GAIN ON INTEREST RATE SWAP AGREEMENT	<u>282,148</u>	<u>-</u>	<u>-</u>	<u>282,148</u>
CHANGE IN NET ASSETS	188,439	119,465	-	307,904
NET ASSETS - beginning of year	<u>5,382,159</u>	<u>-</u>	<u>48,332</u>	<u>5,430,491</u>
NET ASSETS - end of year	<u><u>\$ 5,570,598</u></u>	<u><u>\$ 119,465</u></u>	<u><u>\$ 48,332</u></u>	<u><u>\$ 5,738,395</u></u>

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statement of Activities

For the Year Ended June 30, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total 2016</u>
REVENUES AND OTHER SUPPORT	45,963,879	64,402	-	46,028,281
NET ASSETS RELEASED FROM RESTRICTIONS	<u>64,402</u>	<u>(64,402)</u>	<u>-</u>	<u>-</u>
Total	<u>46,028,281</u>	<u>-</u>	<u>-</u>	<u>46,028,281</u>
EXPENSES				
Program services:				
Service coordination services	3,461,404	-	-	3,461,404
Day services	7,837,371	-	-	7,837,371
Residential services	16,887,143	-	-	16,887,143
Combined day and residential services	4,856,584	-	-	4,856,584
Family directed services	5,941,310	-	-	5,941,310
Independent living services	141,208	-	-	141,208
Family support services	1,117,253	-	-	1,117,253
Early supports and services	1,922,867	-	-	1,922,867
Other program services	1,174,596	-	-	1,174,596
Supporting services:				
General management	<u>2,633,800</u>	<u>-</u>	<u>-</u>	<u>2,633,800</u>
Total expenses	<u>45,973,536</u>	<u>-</u>	<u>-</u>	<u>45,973,536</u>
CHANGE IN NET ASSETS, before loss on interest rate swap agreement	54,745	-	-	54,745
LOSS ON INTEREST RATE SWAP AGREEMENT	<u>(248,486)</u>	<u>-</u>	<u>-</u>	<u>(248,486)</u>
CHANGE IN NET ASSETS	(193,741)	-	-	(193,741)
NET ASSETS - beginning of year	<u>5,575,900</u>	<u>-</u>	<u>48,332</u>	<u>5,624,232</u>
NET ASSETS - end of year	<u>\$ 5,382,159</u>	<u>\$ -</u>	<u>\$ 48,332</u>	<u>\$ 5,430,491</u>

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statements of Cash Flows
For the Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	307,904	(193,741)
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
Depreciation	494,686	517,075
Imputed interest on unamortized financing costs	6,384	6,385
Bad debts	33	-
Change in interest in assets held by New Hampshire Charitable Foundation	(22,418)	7,416
Unrealized (Gain) loss on investments	(113,320)	6,837
(Gain) loss on interest rate swap agreement	(282,147)	248,486
Decrease (increase) in:		
Accounts receivable	412,222	(864,846)
Contributions receivable	(3,030)	33,561
Prepaid expenses	(4,749)	412
Deposits	-	74,203
Increase (decrease) in:		
Accounts payable	(168,682)	155,092
Other liabilities	337,740	(27,382)
Accrued salaries, wages and payroll taxes	(328,483)	42,588
Accrued earned time	13,294	3,378
Deferred compensation plan	100,820	(43,837)
Net cash provided by (used for) operating activities	<u>750,254</u>	<u>(34,373)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Distributions from New Hampshire Charitable Foundation	7,604	7,516
Purchase of investments	-	(12,500)
Additions to property and equipment	(230,551)	(273,680)
Cash held for restricted purposes	<u>(119,465)</u>	<u>-</u>
Net cash used for investing activities	<u>(342,412)</u>	<u>(278,664)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments to bond sinking fund	(94,166)	(90,000)
Repayments of notes payable	<u>(60,843)</u>	<u>(52,641)</u>
Net cash used for financing activities	<u>(155,009)</u>	<u>(142,641)</u>

(Continued)

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Consolidated Statements of Cash Flows
For the Years Ended June 30, 2017 and 2016

(Continued)

	<u>2017</u>	<u>2016</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	252,833	(455,678)
CASH AND CASH EQUIVALENTS - beginning of year	<u>3,474,561</u>	<u>3,930,239</u>
CASH AND CASH EQUIVALENTS - end of year	<u>\$ 3,727,394</u>	<u>\$ 3,474,561</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid for interest	<u>\$ 129,408</u>	<u>\$ 121,718</u>
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During 2017 and 2016, \$90,000 was withdrawn from the bond sinking fund to pay bond principal payments in accordance with the loan agreement.

During 2017 and 2016, the Agency financed the acquisition of new vehicles with installment notes payable totaling \$26,755 and \$30,039, respectively.

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Revenues and Other Support
For the Year Ended June 30, 2017

	Total Agency	General	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Residential fees	1,478,525	-	-	1,478,525	-	-	870,510	604,700	3,315	-	-	-
Medicaid CCW	37,126,340	-	-	37,126,340	1,414,827	7,820,286	16,352,904	4,689,789	5,944,128	81,983	822,423	-
Medicaid ABD	3,834,663	-	-	3,834,663	109,199	237,827	2,761,995	379,956	311,440	29,191	5,055	-
Medicaid NCCW	455,053	-	-	455,053	1,029	-	-	-	-	-	52,301	401,723
Medicaid EI Bundle	1,128,330	-	-	1,128,330	-	-	-	-	-	-	-	1,128,330
Medicaid IHS	923,543	-	-	923,543	4,842	-	-	-	914,359	-	4,342	-
State of New Hampshire - DDS	982,538	-	-	982,538	160	41,916	-	5,034	17,325	-	177,329	740,774
Eldercare	1,169,679	-	1,169,679	-	-	-	-	-	-	-	-	-
Other program fees	41,899	14,794	4,572	22,533	6,550	15,983	-	-	-	-	-	-
Production/service income	138,733	-	-	138,733	-	138,733	-	-	-	-	-	-
Unrestricted contributions	300,717	300,717	-	-	-	-	-	-	-	-	-	-
Temporarily restricted contributions	186,522	29,439	58,735	98,348	12,511	-	-	50,000	32,000	-	3,837	-
In-kind donations	61,563	41,563	-	20,000	-	-	-	20,000	-	-	-	-
Investment income	136,741	136,741	-	-	-	-	-	-	-	-	-	-
Other revenues	391,587	71,186	90,514	229,887	46,155	4,492	-	1,776	7,945	3,425	-	166,094
Total	\$ 48,356,433	\$ 594,440	\$ 1,323,500	\$ 46,438,493	\$ 1,595,273	\$ 8,259,237	\$ 19,985,409	\$ 5,751,255	\$ 7,230,512	\$ 114,599	\$ 1,065,287	\$ 2,436,921

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2017

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	9,561,416	1,327,543	730,422	7,503,451	1,974,584	1,903,595	740,143	748,360	1,089,066	34,329	283,338	730,036
Employee benefits	3,048,033	477,676	152,098	2,418,259	519,075	465,593	278,967	396,419	335,410	16,600	126,302	279,893
Payroll taxes	685,280	86,303	53,780	545,197	140,421	150,373	51,708	50,758	77,908	2,350	20,281	51,398
Client payments	145,054	-	-	145,054	10,921	132,516	-	1,517	100	-	-	-
Contracted substitute staff	50,275	32,367	-	17,908	11,893	-	6,015	-	-	-	-	-
Client treatment services	8,416,922	-	452,461	7,964,461	-	-	2,735,418	3,362,589	1,606,717	-	259,737	-
Client therapies	2,702,833	4,139	4,652	2,694,042	238,791	2,285	554,776	845	1,880,220	-	4,090	13,035
Accounting	45,301	45,301	-	-	-	-	-	-	-	-	-	-
Audit fees	52,890	52,890	-	-	-	-	-	-	-	-	-	-
Legal fees	6,396	964	531	4,901	1,448	1,385	504	544	254	25	206	535
Other professional fees	222,552	143,304	4,513	74,735	43,736	11,848	4,942	4,323	3,822	197	1,633	4,234
Subcontractors	20,511,386	11,083	440	20,499,863	26,484	4,706,668	14,046,390	-	941,179	86,304	-	692,838
Staff development and training	48,732	19,460	996	28,276	10,803	4,130	3,482	2,387	3,065	39	1,163	3,207
Bond and bank fees	59,620	59,592	-	28	-	-	28	-	-	-	-	-
Interest expense	137,026	133,481	-	3,545	-	1,866	-	1,679	-	-	-	-
Facility expense	343,162	126,005	1,698	215,459	22,092	82,090	13,917	52,858	29,906	1,990	5,466	7,140
Office expense	57,095	20,310	1,157	35,628	8,893	6,682	2,699	10,175	650	388	2,366	3,775
Client consumables	101,664	-	170	101,494	5,876	30,662	7,935	23,092	33,929	-	-	-
Bad debts	33	33	-	-	-	-	-	-	-	-	-	-
Equipment rental and maintenance	323,210	61,428	25,858	235,924	69,683	66,720	24,260	26,167	12,220	1,200	9,928	25,746
Depreciation and amortization	494,686	69,163	41,569	383,954	113,405	108,585	39,483	42,585	19,887	1,952	16,157	41,900
Advertising	7,532	6,679	807	46	46	-	-	-	-	-	-	-
Printing	8,265	5,863	148	2,254	744	273	62	-	62	-	57	1,056
Telephone and communications	86,170	9,067	7,149	69,954	19,502	19,158	6,790	7,323	5,225	336	2,779	8,841
Postage and shipping	23,525	3,507	1,952	18,066	5,364	5,097	1,854	1,999	934	92	759	1,967
Transportation	503,810	2,910	36,330	464,570	23,102	270,176	21,878	32,891	83,095	3,853	2,501	27,074
Assistance to individuals	287,127	1,350	3,011	282,766	15,753	-	33,001	2,951	11,627	-	219,434	-
Insurance	123,431	81,736	-	41,695	-	33,050	1,641	6,725	279	-	-	-
Membership dues and fees	3,687	2,033	210	1,444	519	490	30	-	-	-	-	405
In-kind expenses	61,563	41,563	-	20,000	-	-	-	20,000	-	-	-	-
Client advocacy	19,022	-	-	19,022	19,022	-	-	-	-	-	-	-
Other expenses	192,979	141,301	864	50,814	17,152	806	58	58	30,846	-	1,601	293
Total	\$ 48,330,677	\$ 2,967,051	\$ 1,520,816	\$ 43,842,810	\$ 3,299,309	\$ 8,004,048	\$ 18,575,981	\$ 4,796,245	\$ 6,166,401	\$ 149,655	\$ 957,798	\$ 1,893,373

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Revenues and Other Support
For the Year Ended June 30, 2016

	Total Agency	General	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Residential fees	1,476,757	-	-	1,476,757	-	-	907,707	551,096	17,934	-	-	-
Medicaid CCW	35,741,574	-	-	35,741,574	1,741,613	7,917,393	14,375,876	4,826,454	5,934,281	87,970	857,987	-
Medicaid ABD	3,795,455	-	-	3,795,455	115,774	204,099	2,705,863	419,411	314,934	30,078	5,296	-
Medicaid NCCW	504,089	-	-	504,089	3,088	-	-	-	2,514	-	38,088	460,399
Medicaid ESS Bundle	1,130,717	-	-	1,130,717	-	-	-	-	-	-	-	1,130,717
Medicaid IHS	865,738	-	-	865,738	-	-	-	-	865,738	-	-	-
State of New Hampshire - DDS	672,678	-	-	672,678	-	41,916	-	-	7,321	1,286	156,919	465,236
Eldercare	933,877	-	933,877	-	-	-	-	-	-	-	-	-
Other program fees	6,942	-	9	6,933	1,760	5,163	5	5	-	-	-	-
Production/service income	143,785	-	-	143,785	-	143,785	-	-	-	-	-	-
Unrestricted contributions	310,134	310,134	-	-	-	-	-	-	-	-	-	-
Temporarily restricted contributions	64,402	59,577	-	4,825	-	4,000	-	-	-	-	-	825
In-kind donations	88,614	68,614	-	20,000	-	-	-	20,000	-	-	-	-
Rental income	1,631	1,631	-	-	-	-	-	-	-	-	-	-
Investment income (loss)	(12,905)	(12,905)	-	-	-	-	-	-	-	-	-	-
Other revenues	304,793	72,815	45,577	186,401	54,888	15,807	3,306	-	1,626	6,257	847	103,670
Total	\$ 46,028,281	\$ 499,866	\$ 979,463	\$ 44,548,952	\$ 1,917,123	\$ 8,332,163	\$ 17,992,757	\$ 5,816,966	\$ 7,144,368	\$ 125,591	\$ 1,059,137	\$ 2,160,847

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2016

	Total Agency	General Management	Non-DDS Programs	Total DDS Programs	Service Coordination Services	Day Services	Residential Services	Combined Day and Residential Services	Family Directed Services	Independent Living Services	Family Support Services	Early Supports and Services
Salaries and wages	8,677,633	1,242,376	486,048	6,949,209	1,778,757	1,776,485	349,729	809,932	1,156,894	32,492	313,331	731,589
Employee benefits	2,657,395	235,179	149,471	2,272,745	611,568	579,257	152,284	328,290	215,114	7,370	112,866	265,996
Payroll taxes	630,287	77,784	36,319	516,184	131,821	142,170	24,105	57,053	83,460	2,509	22,381	52,685
Client payments	137,213	-	-	137,213	-	136,614	-	-	599	-	-	-
Contracted substitute staff	37,879	15,868	18,904	3,107	3,107	-	-	-	-	-	-	-
Client treatment services	8,684,922	-	368,389	8,316,533	142,034	-	3,015,193	3,351,210	1,499,855	-	308,241	-
Client therapies	2,395,723	5,015	-	2,390,708	298,678	-	407,279	-	1,660,785	-	8,000	15,966
Accounting	41,096	41,096	-	-	-	-	-	-	-	-	-	-
Audit fees	53,216	53,216	-	-	-	-	-	-	-	-	-	-
Legal fees	16,422	2,483	1,014	12,925	3,755	3,718	787	1,699	702	70	655	1,539
Other professional fees	382,508	57,844	23,625	301,039	87,462	86,602	18,323	39,579	16,357	1,621	15,255	35,840
Subcontractors	19,235,420	-	-	19,235,420	31,800	4,498,991	12,830,226	-	1,094,433	88,770	-	691,200
Staff development and training	31,644	9,139	985	21,520	8,259	4,718	1,291	1,610	1,618	49	1,022	2,953
Bond and bank fees	59,290	59,290	-	-	-	-	-	-	-	-	-	-
Interest expense	128,818	127,962	-	856	-	464	-	392	-	-	-	-
Facility expense	360,043	141,691	1,264	217,088	24,441	65,212	14,632	71,300	27,283	1,939	5,325	6,956
Office expense	81,466	31,529	605	49,332	10,689	19,855	2,428	8,064	1,004	389	3,165	3,738
Client consumables	99,009	655	18	98,336	5,427	28,192	9,755	22,348	32,614	-	-	-
Equipment rental and maintenance	302,748	56,932	17,887	227,929	66,221	65,570	13,873	29,967	12,385	1,227	11,550	27,136
Depreciation and amortization	517,076	78,885	31,886	406,305	118,046	116,885	24,730	53,419	22,077	2,187	20,589	48,372
Advertising	3,653	2,379	1,162	112	-	12	-	-	100	-	-	-
Printing	7,758	5,710	84	1,964	559	391	84	-	168	-	28	734
Telephone and communications	98,616	11,472	6,091	81,053	22,549	22,712	4,724	10,204	5,848	418	3,933	10,665
Postage and shipping	26,789	3,760	1,654	21,375	6,417	6,065	1,283	2,772	1,146	114	1,068	2,510
Transportation	488,632	1,456	27,490	459,686	27,437	278,412	10,756	45,314	71,295	1,723	2,064	22,685
Assistance to individuals	270,897	-	-	270,897	31,313	-	3,121	2,650	22,596	-	211,217	-
Insurance	131,479	131,313	-	166	-	-	-	166	-	-	-	-
Membership dues and fees	4,000	2,647	365	988	284	209	-	-	-	-	-	495
In-kind expense	88,614	68,614	-	20,000	-	-	-	20,000	-	-	-	-
Client advocacy	21,764	-	-	21,764	21,764	-	-	-	-	-	-	-
Other expenses	301,526	169,505	1,335	130,686	29,016	4,837	2,540	615	14,977	330	76,563	1,808
Total	\$ 45,973,536	\$ 2,633,800	\$ 1,174,596	\$ 42,165,140	\$ 3,461,404	\$ 7,837,371	\$ 16,887,143	\$ 4,856,584	\$ 5,941,310	\$ 141,208	\$ 1,117,253	\$ 1,922,867

The accompanying notes are an integral part
of these financial statements.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Note 1 - Organization and Summary of Significant Accounting Policies

(A) Organization

Moore Center Services, Inc. (the Agency) is a New Hampshire nonprofit corporation providing a wide range of services to developmentally disabled individuals and to individuals with acquired brain disorders in Manchester, New Hampshire and the surrounding communities.

Moore Realty, Inc. (the Organization) is a New Hampshire nonprofit corporation established for the purposes of: (1) receiving, purchasing, leasing, holding and maintaining property associated with the provision of residential, treatment and administrative services to developmentally disabled individuals in the greater Manchester area, and (2) managing, selling or otherwise disposing of the property. All of the Organization's property is used by Moore Center Services, Inc. The Agency does not pay rent to the Organization for use of its real estate.

Moore Center Services, Inc. and Moore Realty, Inc. are considered related parties because they share common management.

(B) Financial Statement Preparation

These financial statements, which consolidate the financial performance of the Agency and the Organization, are presented on the accrual basis of accounting. All significant intercompany transactions and balances have been eliminated in preparation of the consolidated financial statements.

The Agency and the Organization report information regarding their financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Certain reclassifications have been made to the June 30, 2016 financial statements to conform with the June 30, 2017 financial statement presentation.

(C) Cash and Cash Equivalents

The Agency considers all highly liquid debt instruments with original maturities of seven months or less to be cash equivalents.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Note 1 - (C) Cash and Cash Equivalents (Continued)

The Agency maintains several of their cash balances at one financial institution. Cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Deposits totaling approximately \$4,000,000 at June 30, 2017, are not covered by the FDIC.

(D) Receivables

Receivables are stated at unpaid balances, less an allowance for doubtful accounts. The allowance is based on past experience, the provisions of third-party contracts and other circumstances which may affect the ability of individuals to meet their obligations. Receivables are considered impaired if full payments are not received in accordance with the contractual terms. Impaired receivables are charged against the allowance when management determines they will not be collected. Delinquency status is determined based on contractual terms. The Agency does not require collateral for the extension of credit.

(E) Property, Equipment and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Assets with a useful life in excess of one year and costing over \$1,000 are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost or donated value of the assets over their estimated useful lives.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related depreciation and amortization allowances and any gain or loss is recognized.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of assets with explicit restrictions regarding the use of the assets are reported as restricted support. Absent explicit donor stipulations about how long long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

(F) Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statements of financial position. The fair value measurement is made using the fair value hierarchy prescribed by current accounting standards (see Note 4). Investment income or loss (including realized and unrealized gains and losses on investments and interest and dividends) is included in the change in net assets.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 1 - (F) Investments (Continued)

Investment income (loss) is comprised of the following, for the years ended June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Interest income	1,003	1,348
Unrealized gains (losses) on investments	<u>135,738</u>	<u>(14,253)</u>
	<u>\$ 136,741</u>	<u>\$ (12,905)</u>

As of June 30, 2017, the Agency's investments consist principally of an investment in a group annuity contract (see Note 4).

The Agency invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near-term and that such changes could materially affect the investment balances.

(G) Refundable Advances

Grants or revenues received and meeting the criteria as refundable advances (other liabilities) are recognized as revenue in the period in which the related services are provided or the expenditures are incurred.

(H) Accrued Earned Time

The Agency has accrued a liability for future compensated leave time that its employees have earned and which is expected to be utilized prior to, or paid at, termination of employment.

(I) Contributions

All contributions (including cash, fixed assets or other assets) are considered to be available for unrestricted use unless use of the donated assets is specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted support. Amounts received that are restricted to investment in perpetuity are reported as permanently restricted support.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Note 1 - (J) In-kind Donations

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. Donated services are not included in these financial statements unless they require specialized skills and would need to be purchased if they were not donated. A number of volunteers have donated time in the form of professional and consulting services to the Agency's various programs and to its fundraising campaigns.

The Agency uses donated facilities which are reflected as other support and expense in the accompanying financial statements, based on the estimated fair market value rent the Agency would incur under an arms' length lease agreement. The estimated fair market value of the rentals was determined by the Agency to be \$20,000 for each of the years ended June 30, 2017 and 2016.

(K) Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, expenses have been allocated by the Agency to the programs and supporting services benefited.

(L) Tax Status

Moore Center Services, Inc. is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency must, however, pay income taxes on the net profit, if any, from unrelated business activities.

Moore Realty, Inc. is a nonprofit corporation exempt from income taxes under Section 501(c)(2) of the Internal Revenue Code. Any excess of revenue over expenses will be used for property replacement, repairs and maintenance, and debt repayment, or it will be contributed to Moore Center Services, Inc. in support of its charitable activities.

The Agency and its related organization recognize the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that, as of June 30, 2017 and 2016, the Agency and its related organization have not taken any tax positions which do not meet the criteria for recognition.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 2 - Property and Equipment

As of June 30, 2017, and 2016, property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land	176,243	176,243
Buildings and improvements	6,996,730	6,972,562
Equipment and furnishings	786,369	787,631
Computers and software	1,736,067	1,631,266
Vehicles	262,386	233,723
Construction-in-progress	<u>100,936</u>	<u>-</u>
	10,058,731	9,801,4257
Less: accumulated depreciation	<u>4,580,737</u>	<u>4,086,051</u>
	<u>\$ 5,477,994</u>	<u>\$ 5,715,374</u>

Note 3 - Funds Held by Others

Moore Center Services, Inc. is the beneficiary of the Moore Center Services, Inc. Fund, an agency endowment fund held by the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing the fund, assets were contributed by the Agency to the foundation and are held by NHCF as a separate fund designated for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions from the fund each year to the Agency of approximately 4% of the market value of the fund.

NHCF holds \$48,332 of permanently restricted funds as a separate fund (the Thomas M. Burke Fund) for the benefit of the Agency. In accordance with the terms of the trust document, the Agency is entitled to use the income generated by the fund to further its general purposes.

For the Moore Center Services, Inc. Fund and the Thomas M. Burke Fund, which are both Agency endowment funds, variance power was granted to NHCF, whereby they have the right to redirect the use of the transferred assets if, in the judgement of the NHCF Board, the restrictions or conditions of the Fund purposes become unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the State of New Hampshire or elsewhere. The current market value of each fund is included in the accompanying statements of financial position, as required by current accounting standards, as follows:

	<u>2017</u>	<u>2016</u>
Moore Center Services, Inc. Fund	130,851	120,645
Thomas M. Burke Fund (See Note 10)	<u>59,075</u>	<u>54,467</u>
	<u>\$ 189,926</u>	<u>\$ 175,112</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Note 3 - Funds Held by Others (Continued)

In addition, NHCF also holds assets in a separate fund, known as the Donald Lugg Fund, for the benefit of the Agency. In accordance with its spending policy, NHCF makes distributions to the Agency each year of approximately 4% of the fund's market value. This fund does not meet the criteria set forth in current accounting standards for inclusion in the statements of financial position, and is therefore not included. The market value of this Fund's assets at June 30, 2017 and 2016 was \$42,362 and \$39,058, respectively.

Note 4 - Fair Value Measurements

Various inputs may be used to determine the fair value of investments. These inputs are summarized into three broad levels for financial statement purposes. Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority; Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets or observable inputs other than quoted market prices (including investments valued at net asset value, as a practical expedient with notice periods for redemption of 90 days or less); and Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement and have the lowest priority (including investments valued at net asset value, as a practical expedient with notice periods for redemption of more than 90 days). The Agency uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An assets fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used must maximize the use of observable inputs and minimize the use of unobservable inputs. The inputs or valuation methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities.

The following tables set forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the Agency's assets and liabilities as of June 30, 2017 and 2016:

	2017			
	Level 1	Level 2	Level 3	Total
Assets:				
Interest in assets held by				
New Hampshire Charitable				
Foundation	-	-	189,926	189,926
Group annuity contract	-	1,039,223	-	1,039,223
	<u>\$ -</u>	<u>\$ 1,039,223</u>	<u>\$ 189,926</u>	<u>\$ 1,229,149</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ 689,217</u>	<u>\$ -</u>	<u>\$ 689,217</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.

Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Note 4 - Fair Value Measurements (Continued)

	<u>2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Interest in assets held by				
New Hampshire Charitable				
Foundation	-	-	175,112	175,112
Group annuity contract	-	959,576	-	959,576
	<u>\$ -</u>	<u>\$ 959,576</u>	<u>\$ 175,112</u>	<u>\$ 1,134,688</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ 971,364</u>	<u>\$ -</u>	<u>\$ 971,364</u>

The changes in the fair value of the Agency's Level 3 assets for the years ended June 30, 2017 and 2016, are as follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	175,112	190,045
Total realized and unrealized gains (losses)	23,682	(6,165)
Fees	(1,263)	(1,251)
Distributions	<u>(7,605)</u>	<u>(7,517)</u>
Balance, end of year	<u>\$ 189,926</u>	<u>\$ 175,112</u>

The group annuity contract and the interest rate swap agreement have been valued using the market approach. The fair value of the interest rate swap agreement (see Note 8) was determined using the multiple yield curve framework. The group annuity contract is stated at net asset value, as determined by the issuer of the account based on the fair value of the underlying investments. The group annuity contract is invested in a variety of equity and fixed income registered mutual funds. Participant transactions (issuances and redemptions) may occur daily and are transacted at the latest net asset value.

The fair value of the interest in assets held by the New Hampshire Charitable Foundation (NHCF) is based on the Agency's proportional share of the funds managed by NHCF (Note 3). The management of NHCF values the underlying investments using quoted prices for similar assets (levels 1 and 2) and information provided by the individual fund managers or general partners, including audited financial statements of the investment funds (level 3).

The carrying amounts reflected in the statements of financial position for cash and cash equivalents, receivables, accounts payable, accrued expenses and the deferred compensation obligation approximate fair value given the short-term nature of these instruments. The Agency estimates that the carrying amounts of its debt obligations approximate their fair value due to the variable interest rates contained in the bond and note instruments.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 5 - Mortgage Bonds Payable

The New Hampshire Health and Education Facilities Authority (the Authority) issued \$4,295,000 in revenue bonds (Moore Center Issue, Series 2007), the proceeds of which were loaned by the Authority to the Agency. The bonds are collateralized by a security interest in substantially all of the assets of the Agency, as well as its gross receipts. The loan agreement includes various covenants and restrictions, including a requirement to meet various financial ratios, as defined. The bonds mature on September 1, 2037. Subject to conditions defined in the bond indenture, the Agency retains the right to redeem any or all of the mortgage bonds prior to maturity.

The bonds bear interest at a variable rate which is adjusted weekly in accordance with the terms of the bond indenture. The variable rate as of June 30, 2017 and 2016 was .92% and .42%, respectively. The Agency has the option to convert the interest rate on all, but not less than all, the bonds from one variable rate period to another variable rate period or from a variable rate to a fixed rate on any conversion date, subject to conditions defined in the bond indenture. The bonds were secured by an irrevocable direct pay letter of credit from a bank in the amount of \$3,577,614 as of June 30, 2017. The agreements include certain restrictions and various financial and operating covenants. Interest on any advances under the letter of credit is payable at a variable LIBOR rate plus an applicable margin (there were no unreimbursed advances at June 30, 2017 or 2016).

The letter of credit reimbursement agreement splits the bond issue into two separate series for purposes of computing mandatory redemptions: Tranche I, in the amount of \$3,635,000 and Tranche II in the amount of \$660,000. The Agency is required to make monthly payments into a bond sinking fund, held in trust by the Bond Trustee to fund mandatory annual bond redemptions. The balance in the bond sinking fund at June 30, 2017 is \$79,034. The Agency must also use excess Capital Campaign funds, as defined, to redeem Tranche II bonds. The letter of credit reimbursement agreement was amended during 2012 to allow the Agency to use excess Capital Campaign funds to pay off a mortgage note payable to a bank. No Tranche II bond redemptions occurred in 2017 or 2016.

The scheduled future bond maturities, which approximate the sinking fund requirements, are as follows:

<u>Year Ending June 30.</u>	
2018	95,000
2019	105,000
2020	110,000
2021	115,000
2022	120,000
Thereafter	<u>2,990,000</u>
	<u>\$ 3,535,000</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 6 - Notes Payable

Notes payable consisted of the following as of June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Mortgage note payable to a bank in monthly installments for principal and interest of \$713, with interest calculated based on the Federal Home Loan Bank rate plus 3% (4.45% at June 30, 2017 and 2016). The final note payment is due in July 2020 and the note is collateralized by a first mortgage on certain real estate of the Organization.	28,265	35,369
4.29% note payable to a bank in monthly installments for principal and interest of \$608 through October 2020. The note is collateralized by a vehicle.	22,611	-
4.25% note payable to a bank in monthly installments for principal and interest of \$566 through June 2017. The note is collateralized by a vehicle.	-	6,094
3.55% - 3.85% notes payable to a bank in combined monthly installments for principal and interest of \$2,200 through August 2018, decreasing thereafter through November 2020. The notes are collateralized by various agency vehicles.	62,715	86,433
1.00% unsecured note payable to a lender in monthly installments for principal and interest of \$1,709 through July 2020.	<u>62,282</u>	<u>82,065</u>
	175,873	209,961
Less: current portion	<u>59,450</u>	<u>57,599</u>
Long-term portion	<u>\$ 116,423</u>	<u>\$ 152,362</u>

The scheduled maturities of notes payable as of June 30, 2017 were as follows:

2018	59,450
2019	55,883
2020	51,886
2021	<u>8,654</u>
	<u>\$ 175,873</u>

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 7 - Demand Note Payable

The Agency has a revolving line-of-credit agreement with a bank in the amount of \$3,500,000. The line-of-credit is unsecured and is due on demand. The interest rate is stated at the bank's prime lending rate plus 1/2%, which resulted in an interest rate of 4.75% and 4.00% at June 30, 2017 and 2016, respectively. Monthly payments of interest only are required by the agreement. The line-of-credit is subject to an annual 30-day out-of-debt period, and matures on February 28, 2018. The Agency must also maintain a minimum debt service coverage ratio (as defined). As of June 30, 2017 and 2016, there was no balance outstanding on the line-of-credit.

Note 8 - Derivative Instruments

As disclosed in Note 5, the mortgage bonds bear interest at a variable rate which is adjusted weekly. To minimize the potential impact of increases in this variable interest rate, the Agency entered into an interest rate swap agreement with a bank with respect to its Tranche I bonds. Under this agreement, each month the Agency pays a fixed interest rate of 3.783%, and receives a variable LIBOR interest rate (as defined) on the notional amount of the agreement. The terms of the swap agreement extend through the 2037 maturity date of the related bonds. The Agency is exposed to credit loss in the event of nonperformance by the other party to the interest rate swap agreement. However, the Agency does not anticipate nonperformance by the counterparty. The Agency does not use derivative financial instruments for trading or speculative purposes.

The Agency's interest rate swap contract was executed for risk management purposes and is not designated as a hedge. In accordance with current accounting standards, the net interest paid or received under the interest rate swap has been recognized as an adjustment to current interest expense. In addition, the fair value of the swap agreement is recorded as a liability in the accompanying statements of financial position, and the change in the agreement's fair value is recognized in the statement of activities as a gain or loss on interest rate swap agreement. The approximate fair value of the swap agreement liability at June 30, 2016 and 2015 was \$689,217 and \$971,364, respectively (see Note 4).

Note 9 - Supplemental Deferred Compensation Plan

The Agency maintains a supplemental executive retirement plan for the benefit of the senior management team. The plan is intended to qualify as an eligible deferred compensation plan within the meaning of Internal Revenue Code Section 457(b). The plan is maintained for the purpose of providing the participants or their beneficiaries with benefits equal to their respective Deferred Compensation Account balances (as defined) upon retirement or other severance from employment. Employer contributions are credited to participant accounts annually, at the sole discretion of the Executive Committee of the Board of Directors. Participant accounts are also credited or charged with investment gains and losses resulting from deemed investment elections made by the participants. During 2017 and 2016, employer contributions of \$0 and \$12,500, respectively, were credited to participant accounts and recorded as deferred compensation. In addition, investment gains (losses) of \$113,320 in 2017 and \$(6,837) in 2016 were allocated to the participant accounts. At June 30, 2017 and 2016, the Agency's obligation under this deferred compensation plan totaled \$1,038,723 and \$971,576, respectively. The Agency has invested in a group annuity contract (see Note 4) to help fulfill its obligations under the plan.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 10 - Restrictions of Net Assets

Temporarily restricted net assets were restricted for the following purposes at June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Building renovations	100,000	-
Other	<u>19,645</u>	<u>-</u>
Total temporarily restricted net assets	\$ <u>119,465</u>	\$ <u>-</u>

Permanently restricted net assets represent a distribution received from a trust which requires the funds to be set aside in a separate permanent fund (see Note 3). The income, including any unrealized appreciation of the assets, can be used to support the Agency's general activities. Permanently restricted net assets totaled \$48,332 at June 30, 2017 and 2016.

Note 11 - Employee Benefit Plan

The Agency maintains a voluntary, contributory tax-sheltered annuity plan for the benefit of its employees. After one year of employment, the Agency matches a portion of each employee's contribution to the plan, in an amount determined by the Board of Directors. The Agency's contributions to the plan for the years ended June 30, 2017 and 2016 amounted to \$143,942 and \$186,428, respectively.

Note 12 - Fundraising Expenses

During the years ended June 30, 2017 and 2016, the Agency incurred fundraising expenses of \$261,027 and \$269,347, respectively.

Note 13 - Related Party Transactions

The Agency contracts with a company to administer substantially all of its employee benefit programs. The principal of this company is a member of the Agency's Board of Directors. In connection with the administration of these benefit programs, fees of approximately \$75,000 were earned by this company for each of the years ended June 30, 2017 and 2016. The Agency owed the company \$40,864 at June 30, 2017 and \$38,882 at June 30, 2016. These amounts are included in accounts payable in the accompanying financial statements.

Agency by-laws require that one-third of the elected members of the Board of Directors be clients or family members of clients. In some cases these board members participate in the Family Directed Services program under which the family manages the provision of services to their child (clients of the Agency), resulting in payments being made by the Agency to the family.

Note 14 - Commitments

The Agency has entered into various operating lease agreements for vehicles and equipment, with terms generally ranging from one to five years. Rent expense for equipment and vehicle rentals for the years ended June 30, 2017 and 2016, amounted to \$146,254 and \$152,470, respectively.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 14 - Commitments (Continued)

The approximate future minimum lease payments on the above operating leases are as follows:

2018	132,621
2019	108,069
2020	76,621
2021	<u>57,732</u>
	<u>\$ 375,043</u>

Note 15 - Contingencies

The Agency receives funds from state and Federal sources and is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. Funds received under these agreements are subject to audit and potential adjustment by the governmental agencies. Management believes that the results of any audit would not have a material effect on the financial statements; consequently, no provision for any adjustments that may result from future audits has been made in the financial statements.

Note 16 - Concentration of Risk

For the years ended June 30, 2017 and 2016, approximately 90% of the Agency's total revenue and support was derived from the State of New Hampshire Medicaid program. The future existence of the Agency is dependent upon continued support from Medicaid.

Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is a reasonable possibility that recorded estimates may change by a material amount in the near term.

In order for the Agency to receive Medicaid funding, it must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services, as the provider of services for developmentally disabled individuals for its service area. On June 30, 2017, the Agency was redesignated as an approved provider through September 30, 2021.

Note 17 - Change in Accounting Principle

During 2015, the FASB issued ASU 2015-03 effective for fiscal years beginning after December 15, 2015, to be applied retrospectively. Moore Center Services, Inc. and Moore Realty, Inc. historically reported debt issuance costs as a deferred charge and amortization expense. Upon adopting ASU 2015-03, Moore Center Services, Inc. and Moore Realty, Inc. report debt issuance costs as a direct reduction from the note payable and include the related amortization in interest expense. Moore Center Services, Inc. and Moore Realty, Inc. believe this accounting guidance simplifies the reporting of debt issuance costs and improves the information provided in the financial statements for the primary users of the financial statements.

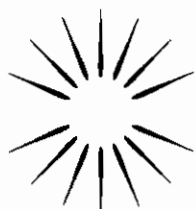
Note 18 - Subsequent Events

Management has evaluated subsequent events through October 24, 2017, the date when the financial statements were available to be issued.

MOORE CENTER SERVICES, INC. AND MOORE REALTY, INC.
Notes to Consolidated Financial Statements
June 30, 2017 and 2016

Note 18 - Subsequent Events (Continued)

On August 1, 2017, the Agency entered into a bond purchase agreement with a bank, whereby the bank agreed to purchase the Agency's currently outstanding bonds (see Note 5). Unless extended by the bank, all amounts payable under the bonds' terms are payable on August 1, 2027. No other significant revisions were made to the terms of the loan agreement under which the bonds were originally issued.



THE MOORE CENTER
The Moore Center **BOARD OF DIRECTORS**
Creating opportunities for a good life.™ **2018**

OFFICERS

Dan Cronin, Chair

Arthur Sullivan, Vice Chair

Debra Davis Thum, Treasurer

Heidi Copeland, Secretary

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E-Mail: mbenton@ehsc.com

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E-Mail: jberry@new-futures.org

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Pat McDermott (*)


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Lorrie Rudis

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- - - - -
- -

Ed Sullivan

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Debra Davis Thum (*)

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Phone: (603) 455-0359
Fax: (603) 934-0430
Email:
Debra.DavisThum@fsbnh.bank
Cell: 540-7446

(*) = Represents Consumers

Paul S. Boynton

paul.boynton@moorecenter.org

Profile

Highly qualified non-profit executive with expertise in strategic planning, business development, operations, fund raising and board development. Ability to develop and then translate critical and complex strategies into effective plans. Consistent delivery of results as demonstrated by the satisfaction of internal and external customers. Able to operate and be influential in local, state and national arenas and in politically complex and challenging situations. Decisive and action-oriented with a focus on strategic leadership issues. Open, collaborative leadership style that promotes personal and organizational integrity and continuous improvement. A leader with more than a 35-year history in the healthcare, human services and non-profit world. Currently President and CEO of non-profit corporation with \$40 million annual budget and workforce of 450.

Skills Summary

- | | | |
|------------------------------------|-----------------------------------|--|
| •Strategic/big picture thinker | •Print and broadcast media savvy | •Exceptional verbal and written skills |
| •High degree of personal integrity | •Entrepreneur | •Inspirational speaker |
| •Coach/Motivator/Team Builder | •Collaborator | •Creative problem solver |
| •Relationship builder | •Action-oriented management style | •Astute decision maker |
| •Teacher/counselor | •Board leadership | •New program development |

Professional Experience

STRATEGIC PLANNING. Identifies, analyzes and interprets emerging trends, competitive market position and available opportunities so specific actions can be planned with an emphasis on prioritization and resource allocation. Plays a leadership role with the Board, senior leadership and other key stakeholders to shape and guide the evolution, development and execution of the strategic plan.

PUBLIC RELATIONS & DEVELOPMENT/FUNDRAISING. Understands the fundamentals of public relations from both a strategic and crisis perspective. Sought out for expert commentary. Direct experience with capital campaigns from concept and feasibility study through implementation. Created a new Development Department including initiatives in the areas of planned giving, special events, annual appeals and grants.

COMMUNITY COLLABORATION. Highly visible, resourceful community leader. Operates within the larger community to create collaborations that benefit the greater good while advancing the organization's mission and goals. Highly effective at forming advantageous partnerships for all parties. Active on many non-profit boards and advisory groups throughout the state.

TURNAROUND AGENT. Led a comprehensive organizational turnaround including financial, operations, quality and culture. Hired as CEO to bring an organization from a \$ 500K annual loss to a financially stable position. Delivered surplus budgets for 14 years and oversaw the purchase of a permanent new home for the organization.

Employment History

MOORE CENTER SERVICES, INC. – Manchester, NH, President & CEO, 1997-Present

EASTER SEAL SOCIETY OF NH – Manchester, NH, Vice President, 1985-1997

Rehabilitation Center Director, 1982-1985

Director of Special Education, 1978-1985

Director of Social Services, 1971-1978

Education

GODDARD COLLEGE – Plainfield, VT
MA in Counseling, 1976

UNIVERSITY OF NH – Durham, NH
BA in Social Work, 1973

Professional Associations

Current and Recent

STATE WORKFORCE INVESTMENT BOARD, Concord, NH – Member of the Board of Directors

CATHOLIC MEDICAL CENTER, Manchester, NH – Past Secretary of the Board of Directors, Past Member of the Executive Committee, Past Member of the Nominating Committee, Past Member of the Development Advisory Committee, Past Chair of the Strategic Planning Committee

BEDFORD AMBULATORY SURGICAL CENTER, LLC, Bedford, NH – Past Member of the Board of Directors

SENIORS COUNT, Manchester, NH – Past Chair of the Collaborative Council

MUSICIANS FOR A CAUSE, Londonderry, NH – Past Member of the Board of Directors

PASTORAL COUNSELING SERVICES, Manchester, NH – Past Chair of the Board of Directors

SPECIAL OLYMPICS OF NEW HAMPSHIRE, Manchester, NH – Past member of the Board of Directors

Additional Accomplishments

MANCHESTER COMMUNITY TELEVISION, Manchester, NH – Host of “YES” TV Show

“BEGIN WITH YES,” Manchester, NH – Consultation/Corporate Coaching

**SHAUGNESSY FINANCIAL GROUP & EXCEPTIONAL PARENT MAGAZINE – EP Maxwell J. Schleifer
“Distinguished Service Award” recipient**

PASTORAL COUNSELING SERVICES, Manchester, NH – “Good Samaritan Award” recipient for Media / Arts

THE CORPORATE FUND, Walter J. Dunfey Award for “Excellence in Management” Award Recipient on behalf of Moore Center Services.

**SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, NH – “Community Partner Leadership Award”
recipient on behalf of Moore Center Services.**

JOURNEYMEN MAGAZINE, Editor/Publisher

NUMEROUS PUBLICATIONS

Websites of Interest:

www.moorecenter.org

www.beginwithyes.com

www.yesontv.com

JANET C. BAMBERG

Highly qualified executive with expertise in general management, operations, financial analysis, planning and program and staff development. Experience in leading and working effectively with volunteer boards and staff at all levels.

- Strategic Planning
- Financial Analysis & Control
- Profit Center Budgeting
- Contract Negotiations / Management
- General / Operations Management
- Program / Organizational Restructuring
- Change Management
- Mergers / Acquisitions
- Third Party Reimbursement (Medicare Prospective Payment)
- Utilization Management
- Disease State Management
- Service Delivery Design

An intuitive coach, consultant and mentor with a keen ability to assess situational dynamics, adjust to changing market demands and conditions and design strategic plans and programs for optimal organizational results.

EXPERIENCE

MOORE CENTER SERVICES, Manchester, NH

2005- present

A \$30M Human Services organization serving adults and children in the greater Manchester area

Chief Financial Officer

Responsible for the accounting, business office, planning, facilities, human resources and technology functions.

- Oversight responsibilities to assure accurate and timely Medicaid billing.
- Reports financial performance to Board of Directors
- Negotiates organizational contracts and insurance plans
- Redesign of organizational planning process

JANET BAMBERG CONSULTANTS, Newbury, MA

1999-2005

An independent consultant and corporate coach. Recent engagements include:

- Acting CEO/Executive Director for a midsize Visiting Nurse Association in Massachusetts. In this position directed an extensive agency turn-around, including returning the agency to a position of significant financial surplus from major losses while creating a productive and effective work environment.
- Special Assistant to the CEO for a \$25M human service agency in New Hampshire. Responsibilities have included oversight of a major service delivery redesign, re-engineering of a key department, initiation of an organization-wide quality initiative and individual coaching of selected staff emphasizing skill development and communications.

VNA CARE NETWORK, INC., Waltham, MA

1996-1999

A \$26M provider of home and community based services including hospice, adult and child day care to resident in 130 cities and towns in eastern Massachusetts.

Chief Operating Officer (1997-1999)

Responsible for overall operations of organization's home health care business. (\$21M budget, 450 employees)

- Directed on-going redesign of service delivery system, including introduction of integrated team structure, infrastructure and staffing model to support disease state management.
- Developed and introduced a utilization management process to operate effectively and efficiently within HCFA National Home Health Prospective Pay Demonstration Project. System resulted in delivery of care that was both cost-effective and produced favorable clinical outcomes.
- Selected by the National Association of Home Care to present a national seminar on preparing for prospective payment in the home care industry.

JANET C. BAMBERG

Page 2

Vice President Systems Management and Quality (1996-1997)

- Initiated collection and analysis of disease specific utilization data to better identify trends, adjust practices accordingly and more effectively respond to customer needs.
- Designed structure for a newly created support department including clinical specialists, utilization review and quality improvement.
- Directed implementation of systems and practices from three separate organizations into one operational standard following merger.

MASSACHUSETTS EASTER SEAL SOCIETY, Worcester, MA

1987-1996

A \$12.5M affiliate of the National Easter Seal Society, provided programs and services to increase independence for individuals with disabilities in Massachusetts.

Vice President Programs and Services (1991-1996)

Responsible for overall functioning of organization's programs and services, including a statewide certified home health care program, a contract therapy department, technology program and various recreation and support programs.

- Directed growth of home health care program from a \$1.3M operation with an annual deficit to a self-supporting \$7.5M program.
- Re-organized department due to changing market conditions, external needs and internal opportunities. Incorporated technology into patient care documentation increasing both staff productivity and satisfaction.
- Initiated and facilitated inter-departmental planning and collaboration meeting organizational needs.

Director of Rehabilitation Services (1988-1991)

- Created and defined this new position combining management of the three fee program areas.
- Directed implementation of a trans-disciplinary management system for therapy, replacing a redundant discipline-based model.
- Realigned client and contract caseload into a financially viable operation in response to fiscal demands and regulatory needs.
- Developed management staff and promoted qualified individual to increasing levels of responsibility yielding both an innovative response to dynamic organizational needs and professional growth.

Director of Home Health Care (1987-1988)

- Introduced a new management perspective to a growing organizational department. Restructured regional and headquarters functions to support rapid growth. The Easter Seal Home Health Care program received the National Easter Seal Society award for Program Innovation in 1988.
- Provided training and support to the North Carolina Easter Seal affiliate to aid in their successful launch of a certified home health care program.

HEALTH CARE MANAGEMENT ASSOCIATES, INC., Lynnfield MA

1986-1987

Associate

Consultant to various health care organizations on areas of operations, program development and market and feasibility analysis. Assignments included:

- Conducted feasibility studies for retirement community development
- Planned marketing program and developed promotional materials for a retirement community
- Analyzed home health care acquisition candidates.
- Conducted operational analysis for long-term care facilities.

QUALITY CARE, INC. Rockville Centre, NY

1983-1986

Director of Medicare Support Services (1985-1986)

Corporate Director for a national home health care firm. Responsibilities included providing support for regional staff with legal, accounting, marketing and nursing department. Prepared budget for 28 freestanding agencies, assessed and evaluated potential acquisition, developed training programs, agency systems and division policies and procedures to comply with Medicare guidelines. Direct operational and profit and loss responsibility for several agencies including the divisional training center.

Developed corporate support functions for fastest growing division of company. Responsible for successful start-up of fifteen new agencies including hiring and training staff, licensing, certification and marketing of services. Developed policies and procedures.

Administrator (1983-1984)

Responsible for daily operations of the first certified agency of the company. Developed and introduced new operating procedures to increase efficiency between regions and headquarters.

EDUCATION

MBA, University of Massachusetts, Amherst, MA, 1983
Teaching Assistant, School of Management

BS, Major in Nursing, North College Park, Chicago, IL, 1978

Certified Corporate Business Coach, Corporate Coach University, 2001

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: Moore Center Services, Inc. / DBA: The Moore Center

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 16 (7/1/18 - 6/30/19)				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Paul Boynton, CEO	\$175,677	0.00%	85.00%	\$149,325.45
Janet Bamberg, Executive Vice President and CFO	\$144,851	0.00%	85.00%	\$123,123.35
Celia Calkins, Director of Case Management	\$58,011	0.00%	100.00%	\$58,011.00
Melissa Durocher, Manager of Case Management	\$38,605	0.00%	100.00%	\$38,605.00
Sharon Bray, Manager of Case Management	\$40,165	0.00%	100.00%	\$40,165.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$409,229.80

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

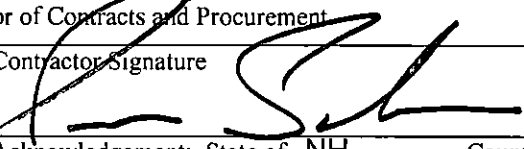
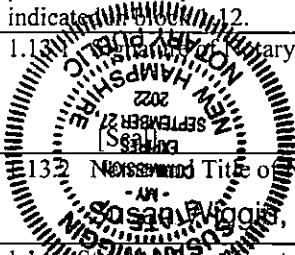
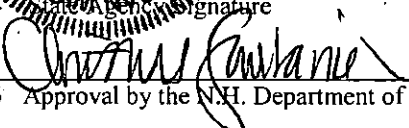
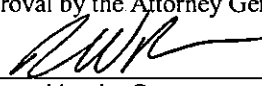
Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway NH 03818	
1.5 Contractor Phone Number 603-447-3347 ext 3022	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,925,166.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Salmon, Treasurer	
1.13 Acknowledgement: State of NH, County of Carroll			
On May 21, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Notary Public or Justice of the Peace  Susan Wiggan			
1.15 Name and Title of State Agency Signatory Christina Santanilla, Director, DARS			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Date: 5/23/18			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/29/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


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Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.

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- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services

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- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.

2.2. National Core Indicators (NCI)

- 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.

2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals

- 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
- 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
- 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost

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of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall



participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. Wait List Registry

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.



2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals

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who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(cXaXs) and Section 441.710 (aX1X2).



2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{divided by year to date debt service (principal and interest) over the next twelve (12) months.}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{divided by total assets.}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,



- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.



- 2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.12.9. Contractors Request for Extension of Financial Filing Deadlines.
- 2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:
- 2.12.9.1.1. Requests shall be made in writing;
 - 2.12.9.1.2. Requests shall be sent to the director or designee;
 - 2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.12.9.1.4. Requests shall include the following:
 - 2.12.9.1.4.1. Contact information;
 - 2.12.9.1.4.2. Reason for requesting the extension; and
 - 2.12.9.1.4.3. New requested deadline.
- 2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region I defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



4. Family Centered Early Supports and Services

- 4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".
- 4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
321

- 4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.
- 4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.
- 4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.
- 4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:
- 4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and
- 4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.
- 4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.
- 4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:
- 4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
- 4.7.3. All staff shall have training at least annually in procedural safeguards.
- 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
- 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
- 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
- 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
- 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
- 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
- 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
- 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
- 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
- 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
- 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.



- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicat ed Families to be Served	Number of Unduplicat ed Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
448	81	50	317	39,020

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."



- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 13 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 509 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2.33 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 8 individuals with developmental disabilities.



- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$5,000 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.



13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a specific certification that support the mission of the community developmental services system.
- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

Exhibit A-2 Northern Human Services

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	37	69736
Community Participation Services			
	Day	190	656825
	SEP	34	72379
In Home Support Services			
	In Home Supports	34	410
Residences Which May Also Provide Community Participation Services			
	Day	64	264833
	Residential	64	23186
Residential Services			
	Residential	145	50156
Services to Persons With Acquired Brain Disorders			
	Day	13	41654
	Residential	18	6570
	Consolidated Services	1	12
Participant Directed and Managed Services			
	Consolidated Services	64	764



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$111,748.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

5. Payment for Part C Supplemental Services funding for children who have Autism

- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports

- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

7. Payment for Continuing Education Assistance

- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.

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Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Northern Human Services

5/21/18
Date


Name: Eric Johnson
Title: CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Northern Human Services

5/21/18
Date


Name: Eric Johnson
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

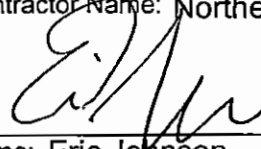
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Northern Human Services

5/21/18
Date


Name: Eric Johnson
Title: CEO

Contractor Initials EJ
Date 5/21/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

EJ

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

5/21/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Northern Human Services

Date 5/21/18

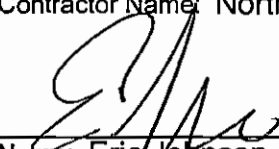

Name: Eric Johnson
Title: CEO

Exhibit G

Contractor Initials EJ

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/21/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Northern Human Services

5/21/18
Date


Name: Eric Johnson
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

ET

5/21/18



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials EJ

Date 5/21/18



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Christine Santaniello
Signature of Authorized Representative

Christine Santaniello
Name of Authorized Representative

Director, DHS
Title of Authorized Representative

5/23/18
Date

Northern Human Services

Name of the Contractor

Eric Johnson
Signature of Authorized Representative

Eric Johnson
Name of Authorized Representative

CEO
Title of Authorized Representative

May 21, 2018
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

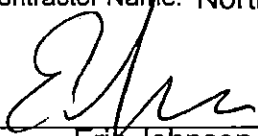
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Northern Human Services

5/21/18
Date


Name: Eric Johnson
Title: CEO

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073973059
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

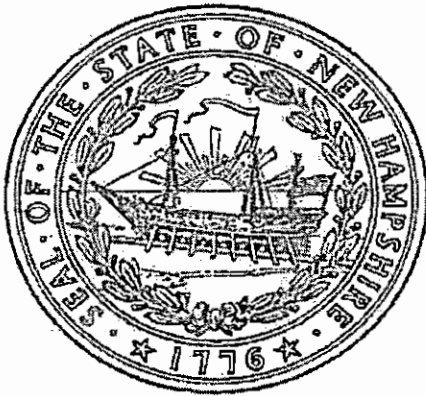
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on November 12, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 496148

Certificate Number : 0004100354



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Margaret McClellan, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Northern Human Services.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on January 22, 2018:

(Date)

RESOLVED: That the Treasurer

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to sign any and all necessary documents in order to enter into a contract/addendum/amendment with the State of NH, DHHS, Bureau of Developmental Services.

RESOLVED: That the CEO

is hereby authorized on behalf of this Agency to sign all Exhibits and any amendments to the Exhibits with the State of NH, DHHS, Bureau of Developmental Services.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 21st day of May 2018

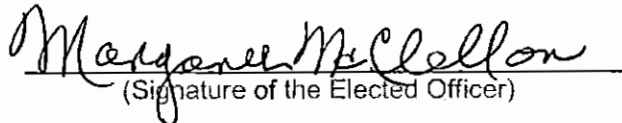
(Date Contract Signed)

4. James Salmon is the duly elected Treasurer, and Eric Johnson the CEO.

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

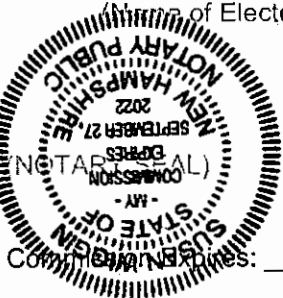
County of Carroll

The forgoing instrument was acknowledged before me this 21st day of May 2018,

By Margaret McClellan.

(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)



Commission Expires: 9-27-22

Client#: 1010836

NORTHUM

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company	NAIC # 23850
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1631607	03/31/2018	03/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK1631603	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		PHUB578120	03/31/2018	03/31/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Entity Prof Liab		PHPK1631607	03/31/2018	03/31/2019	\$1,000,000 / \$3,000,000
A	Physician Prof		PHPK1631607	03/31/2018	03/31/2019	\$1,000,000 / \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Christine.skehan PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: Christine.Skehan@usi.com FAX (A/C, No):														
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	<table border="1"> <tr> <th data-bbox="803 451 1421 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1421 451 1549 483">NAIC #</th> </tr> <tr> <td data-bbox="803 483 1421 514">INSURER A : NH Employers Insurance Company</td> <td data-bbox="1421 483 1549 514">13083</td> </tr> <tr> <td data-bbox="803 514 1421 546">INSURER B :</td> <td data-bbox="1421 514 1549 546"></td> </tr> <tr> <td data-bbox="803 546 1421 577">INSURER C :</td> <td data-bbox="1421 546 1549 577"></td> </tr> <tr> <td data-bbox="803 577 1421 609">INSURER D :</td> <td data-bbox="1421 577 1549 609"></td> </tr> <tr> <td data-bbox="803 609 1421 640">INSURER E :</td> <td data-bbox="1421 609 1549 640"></td> </tr> <tr> <td data-bbox="803 640 1421 663">INSURER F :</td> <td data-bbox="1421 640 1549 663"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NH Employers Insurance Company	13083	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ECC60040004322017A	09/30/2017	09/30/2018	<table border="1"> <tr> <th>PER STATUTE</th> <th>OTHER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$500,000</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
 129 Pleasant Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

See Hot

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Statement of Mission

To assist and advocate for people affected by mental illness, developmental disabilities and related disorders in living meaningful lives.

Statement of Vision

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

AGENCY SERVICES

Service Coordination - Services will assess, plan, link, monitor and advocate for community based services and supports to enhance the lives of individuals with disabilities. Natural supports within the family and broader community will be strengthened to allow individuals to meaningfully participate in family and community life.

Family Support Services - Family support services will empower families who are caring for a family member with a developmental disability. Families will be encouraged to choose the supports they need; services will be provided in ways that support, rather than supplant, the family.

Community Employment Services - The community employment program will assist individuals to secure paid employment opportunities in the community. Employment will have economic value and will provide the individual with a valued role in their community.

Day Services - Day services will provide or arrange a program of supports which will develop and maximize independent functioning in such areas as self care, physical and emotional growth, safety, socialization, communication, education and employment. These services will be provided in an integrated manner using community resources accessible to all persons in an effort to promote inclusion and to develop personal relationships.

Residential Services - Residential services will provide supports such as community integration, functional skill development and family support to allow individuals to live where they choose and with whom they choose.

Mental Health Services - Mental health services will enable individuals to maximize their level of functioning by assessing and securing appropriate services which may include outpatient, emergency and inpatient treatment or referral to other Agency or community based services.

Family Centered Early Supports and Services - Services will screen, assess and secure appropriate services for children 0-3 years of age, who have or are at risk of being developmentally delayed, and their families. The services will take into account all facets of the child's life including physical, developmental and environmental concerns and involve the families as part of the intervention. Services will be provided directly, under contract or by referral.

Substance Abuse Services - Services will enable individuals with substance abuse issues to receive appropriate, community based prevention, educational and treatment services.

Financial Statements

NORTHERN HUMAN SERVICES, INC.

FOR THE YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2017 AND 2016

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To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2017.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2017 and 2016, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2017 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Northern Human Services, Inc. June 30, 2016 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 5, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses on pages 23 - 29 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonnell & Roberts,
Professional Association*

October 9, 2017
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016**

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 7,969,686	\$ 5,669,891
Cash and cash equivalents, designated	318,202	318,202
Accounts receivable, less allowance of \$168,000 and \$185,000 for 2017 and 2016, respectively	1,496,143	2,831,128
Grants receivable	57,860	51,535
Assets, limited use	601,753	527,454
Due from related party	202,643	162,326
Prepaid expenses and deposits	<u>248,922</u>	<u>252,947</u>
Total current assets	<u>10,895,209</u>	<u>9,813,483</u>
PROPERTY AND EQUIPMENT, NET	<u>500,167</u>	<u>556,541</u>
OTHER ASSETS		
Investments	1,753,278	1,556,493
Cash value of life insurance	<u>395,330</u>	<u>378,529</u>
Total other assets	<u>2,148,608</u>	<u>1,935,022</u>
Total assets	<u>\$ 13,543,984</u>	<u>\$ 12,305,046</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 329,851	\$ 618,022
Wages payable	1,548,199	548,928
Compensated absences payable	701,325	712,447
Other grants payable	13,134	56,806
Refundable advances	299,311	196,969
Deferred revenue	79,853	69,058
Client funds held in trust	<u>276,337</u>	<u>235,414</u>
Total liabilities	<u>3,248,010</u>	<u>2,437,644</u>
NET ASSETS		
Unrestricted		
Undesignated	9,721,921	9,293,879
Board designated	<u>318,202</u>	<u>318,202</u>
Total unrestricted	10,040,123	9,612,081
Temporarily restricted	3,434	2,904
Permanently restricted	<u>252,417</u>	<u>252,417</u>
Total net assets	<u>10,295,974</u>	<u>9,867,402</u>
Total liabilities and net assets	<u>\$ 13,543,984</u>	<u>\$ 12,305,046</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 888,151	\$ -	\$ -	\$ 888,151	\$ 806,031
Other public support	493,536	-	-	493,536	394,338
Local and county support	138,189	-	-	138,189	144,916
Donations	<u>270,579</u>	<u>5,546</u>	<u>-</u>	<u>276,125</u>	<u>238,313</u>
Total public support	<u>1,790,455</u>	<u>5,546</u>	<u>-</u>	<u>1,796,001</u>	<u>1,583,598</u>
REVENUES					
Program service fees	36,254,601	-	-	36,254,601	35,365,819
Production income	442,276	-	-	442,276	517,074
Other revenues	<u>346,437</u>	<u>-</u>	<u>-</u>	<u>346,437</u>	<u>528,887</u>
Total revenues	<u>37,043,314</u>	<u>-</u>	<u>-</u>	<u>37,043,314</u>	<u>36,411,780</u>
Total public support and revenues	<u>38,833,769</u>	<u>5,546</u>	<u>-</u>	<u>38,839,315</u>	<u>37,995,378</u>
EXPENSES					
<u>Program Services</u>					
Mental health	10,840,361	-	-	10,840,361	10,434,956
Developmental services	<u>23,170,807</u>	<u>-</u>	<u>-</u>	<u>23,170,807</u>	<u>22,509,193</u>
Total program services	34,011,168	-	-	34,011,168	32,944,149
General management	<u>4,627,046</u>	<u>-</u>	<u>-</u>	<u>4,627,046</u>	<u>4,628,233</u>
Total expenses	<u>38,638,214</u>	<u>-</u>	<u>-</u>	<u>38,638,214</u>	<u>37,572,382</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>195,555</u>	<u>5,546</u>	<u>-</u>	<u>201,101</u>	<u>422,996</u>
NON-OPERATING INCOME (LOSS)					
Investment return (loss)	208,213	-	-	208,213	(19,613)
Gain on sale of property	123	-	-	123	-
Change in cash value of life insurance	16,801	-	-	16,801	20,008
Interest income	1,784	550	-	2,334	2,002
Net assets released from restrictions	<u>5,566</u>	<u>(5,566)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>232,487</u>	<u>(5,016)</u>	<u>-</u>	<u>227,471</u>	<u>2,397</u>
Change in net assets	428,042	530	-	428,572	425,393
NET ASSETS, BEGINNING OF YEAR	<u>9,612,081</u>	<u>2,904</u>	<u>252,417</u>	<u>9,867,402</u>	<u>9,442,009</u>
NET ASSETS, END OF YEAR	<u>\$ 10,040,123</u>	<u>\$ 3,434</u>	<u>\$ 252,417</u>	<u>\$ 10,295,974</u>	<u>\$ 9,867,402</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 428,572	\$ 425,393
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	162,274	134,689
Unrealized (gain) loss on investments	(145,139)	77,985
Realized gain on investments	(33,703)	(30,321)
Gain on sale of property	(123)	-
Change in cash value of life insurance	(6,520)	(7,035)
(Increase) decrease in assets:		
Accounts receivable	1,334,985	(1,010,810)
Grants receivable	(6,325)	(7,185)
Assets, limited use	(74,299)	(20,962)
Due from related party	(40,317)	(162,326)
Prepaid expenses and deposits	4,025	(33,271)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(288,171)	(11,994)
Wages payable	999,271	(499,475)
Compensated absences payable	(11,122)	4,570
Other grants payable	(43,672)	(7,176)
Refundable advances	102,342	161,591
Deferred revenue	10,795	(38,724)
Client funds held in trust	40,923	37,073
Due to related party	-	(9,366)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>2,433,796</u>	<u>(997,344)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(107,238)	(233,145)
Proceeds from sale of property	1,461	-
Purchases of investments	(206,038)	(233,552)
Proceeds from sales of investments	217,466	244,465
Reinvested dividends	(29,371)	(28,051)
Change in cash value of life insurance	(10,281)	(12,973)
NET CASH USED IN INVESTING ACTIVITIES	<u>(134,001)</u>	<u>(263,256)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2,299,795	(1,260,600)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>5,988,093</u>	<u>7,248,693</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 8,287,888</u>	<u>\$ 5,988,093</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>		<u>General</u>	<u>2017</u>	<u>2016</u>
	<u>Health</u>	<u>Services</u>	<u>Subtotals</u>	<u>Management</u>	<u>Total</u>	<u>Total</u>
EXPENSES						
Salaries and wages	\$ 6,716,223	\$ 8,068,320	\$ 14,784,543	\$ 3,021,968	\$ 17,806,511	\$ 16,411,865
Employee benefits	1,472,110	1,816,623	3,288,733	687,043	3,975,776	4,131,501
Payroll taxes	467,804	602,440	1,070,244	203,996	1,274,240	1,145,248
Client wages	118,840	202,556	321,396	-	321,396	363,184
Professional fees	205,379	10,346,262	10,551,641	228,534	10,780,175	11,134,918
Staff development and training	26,435	15,206	41,641	17,965	59,606	61,648
Occupancy costs	517,221	552,738	1,069,959	183,706	1,253,665	1,207,444
Consumable supplies	204,198	240,285	444,483	62,470	506,953	506,702
Equipment expenses	87,064	117,111	204,175	25,689	229,864	215,389
Communications	157,081	125,920	283,001	57,187	340,188	361,606
Travel and transportation	269,730	832,925	1,102,655	39,271	1,141,926	1,121,415
Assistance to individuals	10,448	88,687	99,135	3,439	102,574	91,923
Insurance	56,281	69,636	125,917	14,339	140,256	137,622
Membership dues	36,628	28,416	65,044	58,959	124,003	118,927
Bad debt expense	491,808	62,729	554,537	-	554,537	515,333
Other expenses	<u>3,111</u>	<u>953</u>	<u>4,064</u>	<u>22,480</u>	<u>26,544</u>	<u>47,657</u>
Total expenses	<u>\$ 10,840,361</u>	<u>\$ 23,170,807</u>	<u>\$ 34,011,168</u>	<u>\$ 4,627,046</u>	<u>\$ 38,638,214</u>	<u>\$ 37,572,382</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized <u>Outpatient</u>	State Eligible Adult <u>Outpatient</u>	Outpatient <u>Contracts</u>	Children and <u>Adolescents</u>	Emergency Services <u>Non-BBH</u>	Other <u>Non-BBH</u>
EXPENSES						
Salaries and wages	\$ 413,325	\$ 938,520	\$ 192,355	\$ 846,896	\$ 452,525	\$ 303,295
Employee benefits	93,238	164,668	49,669	178,718	56,659	85,340
Payroll taxes	28,218	60,342	13,186	55,748	30,686	20,667
Client wages	-	-	-	-	-	-
Professional fees	19,719	23,495	5,231	31,455	5,977	8,881
Staff development and training	4,182	9,443	673	4,974	226	2,443
Occupancy costs	52,597	74,578	13,076	54,965	18,400	17,376
Consumable supplies	20,258	15,050	1,274	12,911	3,000	7,383
Equipment expenses	8,649	9,536	1,547	7,028	4,043	1,842
Communications	22,393	22,132	3,274	17,965	10,433	3,611
Travel and transportation	2,866	15,414	1,610	37,561	609	11,036
Assistance to individuals	2,759	388	270	1,358	-	3
Insurance	4,604	10,589	1,691	7,345	2,531	2,145
Membership dues	5,599	8,348	816	5,596	1,181	1,969
Bad debt expense	1,800	38,522	1,482	7,693	20,819	1,150
Other expenses	<u>355</u>	<u>8</u>	<u>1</u>	<u>4</u>	<u>2</u>	<u>-</u>
Total expenses	<u>\$ 680,562</u>	<u>\$ 1,391,033</u>	<u>\$ 286,155</u>	<u>\$ 1,270,217</u>	<u>\$ 607,091</u>	<u>\$ 467,141</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Bureau of Drug & Alcohol <u>Services</u>	Vocational <u>Services</u>	Restorative Partial <u>Hospital</u>	Case <u>Management</u>	Supportive <u>Living</u>	Community <u>Residences</u>
EXPENSES						
Salaries and wages	\$ 67,480	\$ 132,360	\$ 87,935	\$ 825,924	\$ 847,610	\$ 761,224
Employee benefits	14,515	29,826	19,393	201,304	201,000	182,766
Payroll taxes	4,829	13,869	6,376	58,900	60,171	53,342
Client wages	-	60,733	-	-	-	-
Professional fees	1,644	3,636	1,452	17,553	14,502	6,664
Staff development and training	778	1,333	314	753	195	49
Occupancy costs	5,593	11,276	7,042	54,924	48,047	45,737
Consumable supplies	909	3,895	27,684	15,572	18,560	25,134
Equipment expenses	702	9,662	1,706	7,517	7,038	13,864
Communications	1,233	2,018	519	15,211	7,430	18,021
Travel and transportation	2,308	17,050	127	52,208	80,033	10,487
Assistance to individuals	-	17	9	213	2,782	2,355
Insurance	800	1,126	899	7,598	7,343	2,194
Membership dues	807	489	358	3,379	3,474	866
Bad debt expense	1,036	6,444	16,505	201,547	72,640	16,384
Other expenses	-	225	-	708	-	71
Total expenses	<u>\$ 102,634</u>	<u>\$ 293,959</u>	<u>\$ 170,319</u>	<u>\$ 1,463,311</u>	<u>\$ 1,370,825</u>	<u>\$ 1,139,158</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Disaster</u> <u>Behavioral</u> <u>Health (DBHRT)</u>	<u>Victims of</u> <u>Crime Act</u> <u>Program</u>	<u>ACT</u> <u>Team</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2016</u> <u>Total</u>
EXPENSES						
Salaries and wages	\$ 5,475	\$ 288,102	\$ 516,595	\$ 36,602	\$ 6,716,223	\$ 6,303,073
Employee benefits	2,246	70,290	114,433	8,045	1,472,110	1,564,009
Payroll taxes	573	18,727	35,221	6,949	467,804	428,360
Client wages	-	-	-	58,107	118,840	136,828
Professional fees	157	6,169	56,808	2,036	205,379	167,717
Staff development and training	116	781	171	4	26,435	24,198
Occupancy costs	952	18,419	72,093	22,146	517,221	483,764
Consumable supplies	95	2,565	7,889	42,019	204,198	200,497
Equipment expenses	56	2,412	3,864	7,598	87,064	83,991
Communications	70	4,231	18,213	10,327	157,081	170,596
Travel and transportation	277	4,481	24,952	8,711	269,730	282,480
Assistance to individuals	-	191	58	45	10,448	9,570
Insurance	74	2,753	4,270	319	56,281	49,992
Membership dues	14	1,181	1,835	716	36,628	35,332
Bad debt expense	-	2,288	103,498	-	491,808	470,323
Other expenses	-	1	1	1,735	3,111	24,226
Total expenses	<u>\$ 10,105</u>	<u>\$ 422,591</u>	<u>\$ 959,901</u>	<u>\$ 205,359</u>	<u>\$ 10,840,361</u>	<u>\$ 10,434,956</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
EXPENSES					
Salaries and wages	\$ 722,114	\$ 85,344	\$ 3,185,961	\$ 429,739	\$ 244,131
Employee benefits	164,492	16,171	829,296	83,995	62,783
Payroll taxes	50,937	6,443	239,425	30,799	17,518
Client wages	-	1,043	182,433	-	-
Professional fees	40,883	785	60,033	143,745	22,776
Staff development and training	1,150	26	4,771	4,197	92
Occupancy costs	46,825	3,475	244,827	6,073	11,321
Consumable supplies	8,985	894	62,830	6,993	2,046
Equipment expenses	5,664	501	71,971	2,732	1,619
Communications	4,971	282	40,757	12,129	1,349
Travel and transportation	16,204	8,125	531,253	82,991	13,564
Assistance to individuals	94	-	39,244	71	806
Insurance	6,180	615	28,148	3,850	2,040
Membership dues	1,120	96	16,754	617	326
Bad debt expense	-	-	257	58,535	-
Other expenses	-	-	417	-	-
Total expenses	<u>\$ 1,069,619</u>	<u>\$ 123,800</u>	<u>\$ 5,538,377</u>	<u>\$ 866,466</u>	<u>\$ 380,371</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
EXPENSES					
Salaries and wages	\$ 1,917,270	\$ -	\$ 216,566	\$ 709,423	\$ 42,174
Employee benefits	396,103	-	61,424	96,469	10,514
Payroll taxes	138,900	-	15,251	52,389	2,657
Client wages	16,876	-	1,189	-	-
Professional fees	4,093,000	2,038,397	58,419	1,107,028	523,319
Staff development and training	3,915	-	99	105	16
Occupancy costs	159,815	-	41,904	3,013	1,011
Consumable supplies	122,059	-	5,977	2,043	3,532
Equipment expenses	25,570	-	1,219	4,098	345
Communications	36,984	-	3,099	20,901	410
Travel and transportation	76,919	-	6,706	69,922	-
Assistance to individuals	2,108	-	6	27,945	-
Insurance	15,810	-	1,811	6,218	364
Membership dues	2,847	-	288	5,372	59
Bad debt expense	18	-	-	3,919	-
Other expenses	91	-	-	159	-
Total expenses	\$ 7,008,285	\$ 2,038,397	\$ 413,958	\$ 2,109,004	\$ 584,401

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain <u>Disorder</u>	Other Developmental Services <u>Programs</u>	Total Developmental Services <u>Programs</u>	2016 <u>Total</u>
EXPENSES				
Salaries and wages	\$ 51,257	\$ 464,341	\$ 8,068,320	\$ 7,172,501
Employee benefits	16,068	79,308	1,816,623	1,795,238
Payroll taxes	3,189	44,932	602,440	520,119
Client wages	-	1,015	202,556	226,356
Professional fees	143,850	2,114,027	10,346,262	10,742,343
Staff development and training	18	817	15,206	16,568
Occupancy costs	1,648	32,826	552,738	555,554
Consumable supplies	253	24,673	240,285	250,648
Equipment expenses	366	3,026	117,111	99,348
Communications	422	4,616	125,920	116,246
Travel and transportation	5,813	21,428	832,925	799,489
Assistance to individuals	-	18,413	88,687	79,209
Insurance	368	4,232	69,636	61,628
Membership dues	62	875	28,416	24,500
Bad debt expense	-	-	62,729	45,010
Other expenses	4	282	953	4,436
Total expenses	<u>\$ 223,318</u>	<u>\$ 2,814,811</u>	<u>\$ 23,170,807</u>	<u>\$ 22,509,193</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2017 and 2016, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accrued Earned Time

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Program Service Fee Revenue

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2013.

2. ASSETS, LIMITED USE

As of June 30, 2017 and 2016, assets, limited use consisted of the following:

	<u>2017</u>	<u>2016</u>
Donor restricted cash	\$ 255,851	\$ 255,321
Client funds held in trust	276,337	235,414
Employee benefits	<u>69,565</u>	<u>36,719</u>
Total assets, limited use	<u>\$ 601,753</u>	<u>\$ 527,454</u>

3. **PROPERTY AND DEPRECIATION**

As of June 30, 2017 and 2016, property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Vehicles	\$ 575,872	\$ 599,355
Equipment	<u>3,186,876</u>	<u>3,094,607</u>
Total property and equipment	3,762,748	3,693,962
Less accumulated depreciation	<u>3,262,581</u>	<u>3,137,421</u>
Property and equipment, net	<u>\$ 500,167</u>	<u>\$ 556,541</u>

Depreciation expense totaled \$162,274 and \$134,689 for the years ended June 30, 2017 and 2016, respectively.

4. **INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2017 and 2016:

	<u>2017</u>		<u>2016</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Money Market Funds	\$ 14,071	\$ 14,071	\$ 15,429	\$ 15,429
Mutual Funds:				
Domestic equity funds	747,123	646,347	674,032	663,331
International equity funds	347,495	323,864	308,682	340,877
Fixed income funds	587,243	588,170	508,942	515,603
Other mutual funds	<u>57,346</u>	<u>61,020</u>	<u>49,408</u>	<u>48,090</u>
Total	<u>\$ 1,753,278</u>	<u>\$ 1,633,472</u>	<u>\$ 1,556,493</u>	<u>\$ 1,583,330</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	<u>2017</u>	<u>2016</u>
<u>Components of Investment Return (Loss):</u>		
Interest and dividends	\$ 29,371	\$ 28,051
Unrealized gains (losses) on investments	145,139	(77,985)
Realized gains on investments	<u>33,703</u>	<u>30,321</u>
	<u>\$ 208,213</u>	<u>\$ (19,613)</u>

Investment management fees for the years ended June 30, 2017 and 2016 were \$11,428 and \$10,914, respectively.

5. **FAIR VALUE MEASUREMENTS**

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2017 and 2016.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2017 and 2016.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

The table below segregates all financial assets and liabilities as of June 30, 2017 and 2016 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

<u>2017</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 14,071	\$ -	\$ -	\$ 14,071
Mutual Funds				
Domestic equity funds	747,123	-	-	747,123
International equity funds	347,495	-	-	347,495
Fixed income funds	587,243	-	-	587,243
Other funds	57,346	-	-	57,346
Cash Value of Life Insurance	-	395,330	-	395,330
Total investments at fair value	<u>\$ 1,753,278</u>	<u>\$ 395,330</u>	<u>\$ -</u>	<u>\$ 2,148,608</u>

<u>2016</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 15,429	\$ -	\$ -	\$ 15,429
Mutual Funds				
Domestic equity funds	674,032	-	-	674,032
International equity funds	308,682	-	-	308,682
Fixed income funds	508,942	-	-	508,942
Other funds	49,408	-	-	49,408
Cash Value of Life Insurance	-	378,529	-	378,529
Total investments at fair value	<u>\$ 1,556,493</u>	<u>\$ 378,529</u>	<u>\$ -</u>	<u>\$ 1,935,022</u>

6. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2014, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled \$269,936 and \$280,213 for the years ended June 30, 2017 and 2016, respectively.

7. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2017 and 2016. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. At June 30, 2017 and 2016, cash balances in excess of FDIC coverage aggregated \$8,146,611 and \$5,872,211, respectively.

8. CONCENTRATION OF RISK

For the years ended June 30, 2017 and 2016, approximately 86% and 85% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 71% and 79% of the total accounts receivable balances at June 30, 2017 and 2016, respectively.

9. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$893,902 and \$890,110 for the years ended June 30, 2017 and 2016, respectively.

The approximate future minimum lease payments on the above leases for the year ending June 30, 2018 is \$739,374.

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

10. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due from Related Party

At June 30, 2017 and 2016, the Organization had a receivable due from Shallow River balance in the amount of \$202,643 and \$162,326, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$728,526 for each of the years ended June 30, 2017 and 2016. The Organization also leases space from a board member for \$1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2017 and 2016.

Donation

Although not required by an agreement between Shallow River and the Organization, Shallow River donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. Donation revenue, from Shallow River to the Organization, aggregated \$243,622 and \$204,077 for the years ended June 30, 2017 and 2016, respectively.

11. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

	<u>2017</u>	<u>2016</u>
Dream Team Fund	\$ 3,121	\$ 2,096
Income earned on the Memorial Fund	<u>313</u>	<u>808</u>
Total temporarily restricted net assets	<u>\$ 3,434</u>	<u>\$ 2,904</u>

13. ENDOWMENT FUND AND PERMANENTLY RESTRICTED NET ASSETS

As a result of the June 30, 2006 merger of The Center of Hope For Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205 and subsections)* intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2017 and 2016, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2017 were as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	550	-	550
Withdrawals	<u>(550)</u>	<u>-</u>	<u>(550)</u>
Certificates of deposit end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

Changes in endowment net assets (at fair value) as of June 30, 2016 were as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	1,136	-	1,136
Withdrawals	<u>(1,136)</u>	<u>-</u>	<u>(1,136)</u>
Certificates of deposit, end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

14. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 9, 2017, the date the June 30, 2017 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>		<u>General</u>	<u>2017</u>	<u>2016</u>
	<u>Health</u>	<u>Services</u>	<u>Subtotals</u>	<u>Management</u>	<u>Total</u>	<u>Total</u>
REVENUES						
Program service fees:						
Client fees	\$ 562,339	\$ 15,223	\$ 577,562	\$ -	\$ 577,562	\$ 633,205
Residential fees	69,366	136,647	206,013	-	206,013	176,880
Blue Cross	152,381	31,779	184,160	-	184,160	162,221
Medicaid	11,465,895	22,782,592	34,248,487	-	34,248,487	33,408,799
Medicare	504,333	-	504,333	-	504,333	511,230
Other insurance	265,846	49,213	315,059	-	315,059	241,610
Local educational authorities	-	167,681	167,681	-	167,681	181,797
Vocational rehabilitation	1,113	5,428	6,541	-	6,541	15,534
Other program fees	5,000	39,765	44,765	-	44,765	34,543
Production/service income	224,456	217,820	442,276	-	442,276	517,074
Public support:						
Local/county government	122,889	15,300	138,189	-	138,189	144,916
Donations/contributions	4,971	27,338	32,309	243,816	276,125	238,313
Other public support	255,237	-	255,237	-	255,237	294,595
Bureau of Developmental Services and Bureau of Behavioral Health	377,086	296,940	674,026	-	674,026	653,147
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	129,535
Other	32,232	-	32,232	52,358	84,590	23,349
Private foundation grants	238,299	-	238,299	-	238,299	99,743
Other revenues	98,456	77,966	176,422	170,015	346,437	528,887
Total revenues	14,509,434	23,863,692	38,373,126	466,189	38,839,315	37,995,378
EXPENSES						
Salaries and wages	\$ 6,716,223	\$ 8,068,320	\$ 14,784,543	\$ 3,021,968	\$ 17,806,511	\$ 16,411,865
Employee benefits	1,472,110	1,816,623	3,288,733	687,043	3,975,776	4,131,501
Payroll taxes	467,804	602,440	1,070,244	203,996	1,274,240	1,145,248
Client wages	118,840	202,556	321,396	-	321,396	363,184
Professional fees	205,379	10,346,262	10,551,641	228,534	10,780,175	11,134,918
Staff development and training	26,435	15,206	41,641	17,965	59,606	61,648
Occupancy costs	517,221	552,738	1,069,959	183,706	1,253,665	1,207,444
Consumable supplies	204,198	240,285	444,483	62,470	506,953	506,702
Equipment expenses	87,064	117,111	204,175	25,689	229,864	215,389
Communications	157,081	125,920	283,001	57,187	340,188	361,606
Travel and transportation	269,730	832,925	1,102,655	39,271	1,141,926	1,121,415
Assistance to individuals	10,448	88,687	99,135	3,439	102,574	91,923
Insurance	56,281	69,636	125,917	14,339	140,256	137,622
Membership dues	36,628	28,416	65,044	58,959	124,003	118,927
Bad debt expense	491,808	62,729	554,537	-	554,537	515,333
Other expenses	3,111	953	4,064	22,480	26,544	47,657
Total expenses	10,840,361	23,170,807	34,011,168	4,627,046	38,638,214	37,572,382
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 3,669,073	\$ 692,885	\$ 4,361,958	\$ (4,160,857)	\$ 201,101	\$ 422,996

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>	<u>Emergency Services Non-BBH</u>	<u>Other Non-BBH</u>
REVENUES						
Program service fees:						
Client fees	\$ 36,630	\$ 72,169	\$ -	\$ 21,362	\$ 23,699	\$ 817
Residential fees	-	-	-	-	-	-
Blue Cross	45,528	57,439	-	30,815	8,166	112
Medicaid	75,164	965,789	615,399	2,796,466	80,675	251,946
Medicare	91,195	332,095	-	-	10,161	-
Other insurance	60,065	123,775	-	28,287	14,974	-
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	-
Other program fees	5,000	-	-	-	-	-
Production/service income	-	-	-	-	-	-
Public support:						
Local/county government	122,889	-	-	-	-	-
Donations/contributions	4,971	-	-	-	-	-
Other public support	-	-	33,193	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	1,782	98,304	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	11,089	1,399	-	2,579	3,892
Private foundation grants	11,335	-	-	295	-	226,669
Other revenues	<u>58,364</u>	<u>-</u>	<u>306</u>	<u>7,342</u>	<u>-</u>	<u>-</u>
Total revenues	<u>511,141</u>	<u>1,562,356</u>	<u>650,297</u>	<u>2,886,349</u>	<u>238,558</u>	<u>483,436</u>
EXPENSES						
Salaries and wages	\$ 413,325	\$ 938,520	\$ 192,355	\$ 846,896	\$ 452,525	\$ 303,295
Employee benefits	93,238	164,668	49,669	178,718	56,659	85,340
Payroll taxes	28,218	60,342	13,186	55,748	30,686	20,667
Client wages	-	-	-	-	-	-
Professional fees	19,719	23,495	5,231	31,455	5,977	8,881
Staff development and training	4,182	9,443	673	4,974	226	2,443
Occupancy costs	52,597	74,578	13,076	54,965	18,400	17,376
Consumable supplies	20,258	15,050	1,274	12,911	3,000	7,383
Equipment expenses	8,649	9,536	1,547	7,028	4,043	1,842
Communications	22,393	22,132	3,274	17,965	10,433	3,611
Travel and transportation	2,866	15,414	1,610	37,561	609	11,036
Assistance to individuals	2,759	388	270	1,358	-	3
Insurance	4,604	10,589	1,691	7,345	2,531	2,145
Membership dues	5,599	8,348	816	5,596	1,181	1,969
Bad debt expense	1,800	38,522	1,482	7,693	20,819	1,150
Other expenses	<u>355</u>	<u>8</u>	<u>1</u>	<u>4</u>	<u>2</u>	<u>-</u>
Total expenses	<u>680,562</u>	<u>1,391,033</u>	<u>286,155</u>	<u>1,270,217</u>	<u>607,091</u>	<u>467,141</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (169,421)</u>	<u>\$ 171,323</u>	<u>\$ 364,142</u>	<u>\$ 1,616,132</u>	<u>\$ (368,533)</u>	<u>\$ 16,295</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES****MENTAL HEALTH**

FOR THE YEAR ENDED JUNE 30, 2017

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Bureau of Drug & Alcohol Services</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>	<u>Supportive Living</u>	<u>Community Residences</u>
REVENUES						
Program service fees:						
Client fees	\$ 9,154	\$ 2,518	\$ 17,385	\$ 175,870	\$ 72,248	\$ 11,042
Residential fees	-	-	-	-	-	48,666
Blue Cross	8,812	-	-	91	-	-
Medicaid	24,126	116,443	289,194	1,591,655	2,022,590	1,057,251
Medicare	6,396	-	-	1,979	103	910
Other insurance	26,419	-	-	-	-	-
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	1,113	-	-	-	-
Other program fees	-	-	-	-	-	-
Production/service income	-	59,158	-	-	-	-
Public support:						
Local/county government	-	-	-	-	-	-
Donations/contributions	-	-	-	-	-	-
Other public support	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	129,535
Other	-	-	-	-	-	-
Private foundation grants	-	-	-	-	-	-
Other revenues	<u>852</u>	<u>1,405</u>	<u>905</u>	<u>7,531</u>	<u>7,234</u>	<u>6,866</u>
Total revenues	<u>75,759</u>	<u>180,637</u>	<u>307,484</u>	<u>1,777,126</u>	<u>2,102,175</u>	<u>1,254,270</u>
EXPENSES						
Salaries and wages	\$ 67,480	\$ 132,360	\$ 87,935	\$ 825,924	\$ 847,610	\$ 761,224
Employee benefits	14,515	29,826	19,393	201,304	201,000	182,766
Payroll taxes	4,829	13,869	6,376	58,900	60,171	53,342
Client wages	-	60,733	-	-	-	-
Professional fees	1,644	3,636	1,452	17,553	14,502	6,664
Staff development and training	778	1,333	314	753	195	49
Occupancy costs	5,593	11,276	7,042	54,924	48,047	45,737
Consumable supplies	909	3,895	27,684	15,572	18,560	25,134
Equipment expenses	702	9,662	1,706	7,517	7,038	13,864
Communications	1,233	2,018	519	15,211	7,430	18,021
Travel and transportation	2,308	17,050	127	52,208	80,033	10,487
Assistance to individuals	-	17	9	213	2,782	2,355
Insurance	800	1,126	899	7,598	7,343	2,194
Membership dues	807	489	358	3,379	3,474	866
Bad debt expense	1,036	6,444	16,505	201,547	72,640	16,384
Other expenses	<u>-</u>	<u>225</u>	<u>-</u>	<u>708</u>	<u>-</u>	<u>71</u>
Total expenses	<u>102,634</u>	<u>293,959</u>	<u>170,319</u>	<u>1,463,311</u>	<u>1,370,825</u>	<u>1,139,158</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (26,875)	\$ (113,322)	\$ 137,165	\$ 313,815	\$ 731,350	\$ 115,112

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>	<u>ACT Team</u>	<u>Other Mental Health Programs</u>	<u>Total Mental Health Programs</u>	<u>2016 Total</u>
REVENUES						
Program service fees:						
Client fees	\$ -	\$ 5,274	\$ 114,171	\$ -	\$ 562,339	\$ 616,714
Residential fees	-	-	20,700	-	69,366	60,927
Blue Cross	-	1,030	388	-	152,381	138,701
Medicaid	-	26,851	1,552,346	-	11,465,895	10,622,989
Medicare	-	13,998	47,496	-	504,333	511,230
Other insurance	-	6,233	6,093	-	265,846	207,325
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	1,113	6,365
Other program fees	-	-	-	-	5,000	4,157
Production/service income	-	-	-	165,298	224,456	249,579
Public support:						
Local/county government	-	-	-	-	122,889	128,366
Donations/contributions	-	-	-	-	4,971	5,361
Other public support	-	222,044	-	-	255,237	294,595
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	277,000	-	377,086	345,840
Other federal and state funding:						
HUD	-	-	-	-	129,535	129,535
Other	13,273	-	-	-	32,232	13,099
Private foundation grants	-	-	-	-	238,299	99,743
Other revenues	-	2,755	4,281	615	98,456	59,767
Total revenues	<u>13,273</u>	<u>278,185</u>	<u>2,022,475</u>	<u>165,913</u>	<u>14,509,434</u>	<u>13,494,293</u>
EXPENSES						
Salaries and wages	\$ 5,475	\$ 288,102	\$ 516,595	\$ 36,602	\$ 6,716,223	\$ 6,303,073
Employee benefits	2,246	70,290	114,433	8,045	1,472,110	1,564,009
Payroll taxes	573	18,727	35,221	6,949	467,804	428,360
Client wages	-	-	-	58,107	118,840	136,828
Professional fees	157	6,169	56,808	2,036	205,379	167,717
Staff development and training	116	781	171	4	26,435	24,198
Occupancy costs	952	18,419	72,093	22,146	517,221	483,764
Consumable supplies	95	2,565	7,889	42,019	204,198	200,497
Equipment expenses	56	2,412	3,864	7,598	87,064	83,991
Communications	70	4,231	18,213	10,327	157,081	170,596
Travel and transportation	277	4,481	24,952	8,711	269,730	282,480
Assistance to individuals	-	191	58	45	10,448	9,570
Insurance	74	2,753	4,270	319	56,281	49,992
Membership dues	14	1,181	1,835	716	36,628	35,332
Bad debt expense	-	2,288	103,498	-	491,808	470,323
Other expenses	-	1	1	1,735	3,111	24,226
Total expenses	<u>10,105</u>	<u>422,591</u>	<u>959,901</u>	<u>205,359</u>	<u>10,840,361</u>	<u>10,434,956</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 3,168</u>	<u>\$ (144,406)</u>	<u>\$ 1,062,574</u>	<u>\$ (39,446)</u>	<u>\$ 3,669,073</u>	<u>\$ 3,059,337</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 15,223	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	31,779	-
Medicaid	1,004,134	-	4,255,647	840,107	459,082
Medicare	-	-	-	-	-
Other insurance	-	-	-	49,213	-
Local educational authorities	-	167,681	-	-	-
Vocational rehabilitation	-	-	5,428	-	-
Other program fees	-	-	38,265	1,500	-
Production/service income	-	-	197,533	-	-
Public support:					
Local/county government	-	-	15,300	-	-
Donations/contributions	-	-	27,228	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	160,926	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	<u>182</u>	<u>14</u>	<u>39,708</u>	<u>752</u>	<u>78</u>
Total revenues	<u>1,004,316</u>	<u>167,695</u>	<u>4,579,109</u>	<u>1,099,500</u>	<u>459,160</u>
EXPENSES					
Salaries and wages	\$ 722,114	\$ 85,344	\$ 3,185,961	\$ 429,739	\$ 244,131
Employee benefits	164,492	16,171	829,296	83,995	62,783
Payroll taxes	50,937	6,443	239,425	30,799	17,518
Client wages	-	1,043	182,433	-	-
Professional fees	40,883	785	60,033	143,745	22,776
Staff development and training	1,150	26	4,771	4,197	92
Occupancy costs	46,825	3,475	244,827	6,073	11,321
Consumable supplies	8,985	894	62,830	6,993	2,046
Equipment expenses	5,664	501	71,971	2,732	1,619
Communications	4,971	282	40,757	12,129	1,349
Travel and transportation	16,204	8,125	531,253	82,991	13,564
Assistance to individuals	94	-	39,244	71	806
Insurance	6,180	615	28,148	3,850	2,040
Membership dues	1,120	96	16,754	617	326
Bad debt expense	-	-	257	58,535	-
Other expenses	<u>-</u>	<u>-</u>	<u>417</u>	<u>-</u>	<u>-</u>
Total expenses	<u>1,069,619</u>	<u>123,800</u>	<u>5,538,377</u>	<u>866,466</u>	<u>380,371</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (65,303)</u>	<u>\$ 43,895</u>	<u>\$ (959,268)</u>	<u>\$ 233,034</u>	<u>\$ 78,789</u>

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	103,167	-	25,248	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,717,114	2,219,477	365,884	2,368,476	424,762
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	18,992	-	1,295	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	110	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	8,154	-	1,198	99	5
Total revenues	7,847,537	2,219,477	393,625	2,368,575	424,767
EXPENSES					
Salaries and wages	\$ 1,917,270	\$ -	\$ 216,566	\$ 709,423	\$ 42,174
Employee benefits	396,103	-	61,424	96,469	10,514
Payroll taxes	138,900	-	15,251	52,389	2,657
Client wages	16,876	-	1,189	-	-
Professional fees	4,093,000	2,038,397	58,419	1,107,028	523,319
Staff development and training	3,915	-	99	105	16
Occupancy costs	159,815	-	41,904	3,013	1,011
Consumable supplies	122,059	-	5,977	2,043	3,532
Equipment expenses	25,570	-	1,219	4,098	345
Communications	36,984	-	3,099	20,901	410
Travel and transportation	76,919	-	6,706	69,922	-
Assistance to individuals	2,108	-	6	27,945	-
Insurance	15,810	-	1,811	6,218	364
Membership dues	2,847	-	288	5,372	59
Bad debt expense	18	-	-	3,919	-
Other expenses	91	-	-	159	-
Total expenses	7,008,285	2,038,397	413,958	2,109,004	584,401
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 839,252	\$ 181,080	\$ (20,333)	\$ 259,571	\$ (159,634)

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain <u>Disorder</u>	Other Developmental Services <u>Programs</u>	Total Developmental Services <u>Programs</u>	2016 <u>Total</u>
REVENUES				
Program service fees:				
Client fees	\$ -	\$ -	\$ 15,223	\$ 16,491
Residential fees	-	8,232	136,647	115,953
Blue Cross	-	-	31,779	23,520
Medicaid	368,269	2,759,640	22,782,592	22,785,810
Medicare	-	-	-	-
Other insurance	-	-	49,213	34,285
Local educational authorities	-	-	167,681	181,797
Vocational rehabilitation	-	-	5,428	9,169
Other program fees	-	-	39,765	30,386
Production/service income	-	-	217,820	265,162
Public support:				
Local/county government	-	-	15,300	16,550
Donations/contributions	-	-	27,338	27,310
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	136,014	296,940	307,307
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>1</u>	<u>27,775</u>	<u>77,966</u>	<u>57,363</u>
Total revenues	<u>368,270</u>	<u>2,931,661</u>	<u>23,863,692</u>	<u>23,871,103</u>
EXPENSES				
Salaries and wages	\$ 51,257	\$ 464,341	\$ 8,068,320	\$ 7,172,501
Employee benefits	16,068	79,308	1,816,623	1,795,238
Payroll taxes	3,189	44,932	602,440	520,119
Client wages	-	1,015	202,556	226,356
Professional fees	143,850	2,114,027	10,346,262	10,742,343
Staff development and training	18	817	15,206	16,568
Occupancy costs	1,648	32,826	552,738	555,554
Consumable supplies	253	24,673	240,285	250,648
Equipment expenses	366	3,026	117,111	99,348
Communications	422	4,616	125,920	116,246
Travel and transportation	5,813	21,428	832,925	799,489
Assistance to individuals	-	18,413	88,687	79,209
Insurance	368	4,232	69,636	61,628
Membership dues	62	875	28,416	24,500
Bad debt expense	-	-	62,729	45,010
Other expenses	<u>4</u>	<u>282</u>	<u>953</u>	<u>4,436</u>
Total expenses	<u>223,318</u>	<u>2,814,811</u>	<u>23,170,807</u>	<u>22,509,193</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 144,952</u>	<u>\$ 116,850</u>	<u>\$ 692,885</u>	<u>\$ 1,361,910</u>

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

		<u>Office</u>	<u>Home</u>	<u>Term M/Y</u> <u>Began / End</u>
Officers:	Eric Johnson, CEO	447-3347		
	Steve Michaud, President			10.16 / 10.18
	Madelene Costello, Vice President			10.16 / 10.18
	James Salmon, Treasurer			10.17 / 10.19
	Margaret McClellan, Secretary			10.17 / 10.19

Staff:	Dale Heon, CFO	447-3347		
	Susan Wiggin, Executive Assistant	447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358		
	Liz Charles, DD Reg Administrator	447-3347		

<u>Term</u> <u>Expire</u>				
	<u>The Mental Health Center</u>	Kassie Eafrazi	752-7404	
	3 Twelfth St., Berlin, NH 03570	Director of BH		

'19	Margaret McClellan, [REDACTED]			6/01
'20	*Stephen Michaud, [REDACTED]			11/02
'20	*Dorothy Borchers, [REDACTED]			05/17

<u>The Mental Health Center</u>	Eve Klotz	447-2111	
25 W. Main St., Conway, NH 03818	Director of BH		
70 Bay St., Wolfeboro 03894		569-1884	
<u>New Horizons</u>	Shanon Mason	356-6310	
626 Eastman Road, Center Conway, NH 03818	DS Director		

'18	*Madelene Costello, [REDACTED]			9/06
'20	*Carrie Duran, [REDACTED]			1/17
'18	James Salmon, [REDACTED]			11/03

<u>The Mental Health Center</u>	Steve Arnold	237-4955	
55 Colby St., Colebrook 03576	Director of BH		
69 Brooklyn St., Groveton 03582		636-2555	
<u>Vershire Center</u>			
24 Depot Street, Colebrook, NH 03576		237-5721	

'19	Judy Houghton, [REDACTED]			7/13
'20	Georgia Caron, [REDACTED]			[5/08]

<u>White Mountain Mental Health</u>	Jane MacKay	444-5358	
29 Maple St., Box 599, Littleton 03561	Director of BH		
<u>Common Ground</u>	Mark Vincent	837-9547	
24 Lancaster Road, Whitefield, NH 03584	DS Director		

'19	Bob Fink, [REDACTED]			1/07, 3/13
'20	Becky McEnany, [REDACTED]			1/17

Executive Committee: Stephen Michaud, Margaret McClellan, James Salmon, Maddie Costello, Eric Johnson

Finance Committee: Jim Salmon, Margaret McClellan, Stephen Michaud, Bob Fink, Dorothy Borchers, Dale Heon

Program Committee: Marge McClellan, Judy Houghton, Maddie Costello, Georgia Caron, Becky McEnany, Carrie Duran, Suzanne Gaetjens-Olsen, Liz Charles

Development Committee: Carrie Duran, Dorothy Borchers, Margaret McClellan, Maddie Costello, Karen Blake, Shanon Mason, Suzanne Gaetjens-Olsen, Dale Heon, Susan Wiggin

*Member representing consumer with developmental disability

ERIC M. JOHNSON

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

2013 – Present CEO

Responsible for the management of a \$37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

- *Contract Development & Monitoring
- *Budget Development
- *Consumer Rights Protection
- *Policy Development
- *Inter-Agency Collaboration

- *Corporate Compliance
- *Quality Assurance
- *Program Development
- *Grant Writing
- *Personnel Management

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

- **CHIEF OF OPERATIONS** (1997 - Present)
- **ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES** (1996 – 1997)
- **AREA DIRECTOR** (1994 – 1996)
- **REGIONAL COORDINATOR** (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

ERIC M. JOHNSON

-Page 2-

CURRENTLY: Direct all operations of the agency and maintain compliance with three major State contracts totaling more than \$34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

Examples of Leadership:

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an \$8 million dollar operations budget.
 - Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
 - Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
 - Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
 - Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
 - Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of NH.
-

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

- **DRUG AND ALCOHOL COUNSELOR**

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH

1982 - 1983

- **VISTA VOLUNTEER**
-

EDUCATION

Masters of Human Service Administration (MSHSA)
Springfield College – Springfield, MA

Bachelor of Arts (BA)
University of NH – Durham, NH

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES INC., Conway, NH

Job Title: Chief Financial Officer

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007

Robert Half International, Manchester, NH

Job Title: Interim Chief Financial Officer (client)

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006

BRANDPARTNERS INC. (formerly Willey Brothers, Inc.), Rochester, NH

Job Title: Controller

Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1999 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

CABLETRON SYSTEMS, INC., Rochester, NH

Job Title: Senior Credit Analyst

Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

WILLEY BROTHERS, INC., Rochester, NH

Job Title: Assistant Financial Manager

As part of the Senior Management Team, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

EDUCATION:

1996-1999:

PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program

M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics

B.S. in Business Administration

SOFTWARE RESOURCES:

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

ELIZABETH CHARLES



WORK EXPERIENCE

Regional Administrator, Developmental Services, Northern Human Services. Primary responsibility is to direct the regional management and provision of services to individuals with developmental disabilities and acquired brain disorders. Responsible for the direct supervision of the IHS and PDMS Programs, DD Quality Improvement initiatives, supervises the Director, Developmental Services, -New Horizons and Vershire and also the Community Care Waiver Coordinator, QI/Compliance Coordinator and Office Manager at Center Office. Additionally responsible for program planning and development, budgeting and control, accountability, revenue maximization and assurance of quality of care, including the Agency's maintenance of accreditation

Regional Coordinator, Developmental Services, Northern Human Services, Conway, NH, January 2006 – present. Primary responsibility is to coordinate region-wide activities and initiatives within the Developmental Services System. Other responsibilities include regular State reporting of various demographic, medical and financial information, coordination and facilitation of monthly DS Program Directors meetings, maintaining knowledge of State rules and regulations pertaining to Developmental Services and various other projects as necessary. Responsibility also includes supervision of the In Home Support Coordinator, Consumer Directed Services Coordinator and Community Care Waiver Coordinator.

Director of Programs and Services, The Center of Hope, North Conway, NH, September 2004 – January 2006. Supervise, lead and direct a team of Resource Service Coordinators to assure the best quality and most efficient support for the individuals receiving services. This role has overall responsibility for Individual Service Agreements, Residential, Day Supports and Service Coordination. Also responsible for intake eligibility and waitlist management including budgetary work. Participate as a member of the Agency Management Team.

Service Coordination Supervisor, The Center of Hope, North Conway, NH. Perform all the functions of a Service Coordinator as well as supervision of other Service Coordinators and administrative support staff. Agency liaison with the Family Support Council.

Other positions held at Center of Hope include Service Coordinator, Program Manager in the Day Program and Residential Program Manager. Began employment in February, 2005.

Program Assistant, Student Life Office, University of Southern Maine, Portland, Maine, September 1991-December 1992. Developed and implemented special projects as well as departmental programs.

EDUCATION

*B.S. Degree University of Southern Maine, Portland, Maine.
Major – Therapeutic Recreation.*

REFERENCES

Available upon request

Megan Vincent

Professional Summary

Enthusiastic Human Service professional with over seven years of experience working in various capacities of the Developmental Services System. Responsibilities include facilitating meetings, developing individualized programs and budgets, communicating and working with various disciplines including, but not limited to: BDS Liaison, school personnel, area agency staff, DHHS personnel, parents and individuals. Collaborating with several programs throughout the state in developing and advocating for individualized services based on the philosophy of focusing on individuals' abilities, hopes, and dreams in order to provide support to live a full and purposeful life.

Skills

- Exceptional organizational skills
- Effective communicator
- Adaptability
- Strong work ethic
- Ability to work independently and in a team
- Ability to problem solve
- Ability to manage, organize, and update data
- Ability to meet deadlines

Work History

Northern Human Services- Common Ground | Whitefield, NH | Program Coordinator | October 2014- Current

Northern Human Services- Common Ground | Littleton, NH | Administrative Assistant | April 2014- October 2014

Northern Human Services- Common Ground | Littleton, NH | Community Integrator | July 2010- April 2014

Education

Southern New Hampshire University | Bachelors of Science in Human Services concentrating on Non-Profit Management

Completion Date of December 2019 | Demonstrating academic excellence in the social sciences, specifically in the field of Human Services

Profile High School | High School Diploma

References are available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Northern Human Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Eric Johnson, CEO	\$151,750	50.00%	\$75,875.00
Dale Heon, CFO	\$101,050	50.00%	\$50,525.00
Liz Charles, Regional Administrator	\$72,000	100.00%	\$72,000.00
Megan Vincent, Regional Coordinator	\$40,000	100.00%	\$40,000.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$238,400.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

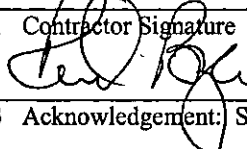
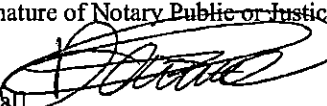
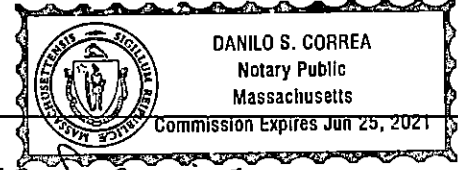
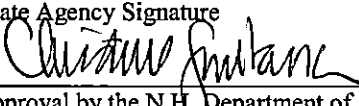

Subject: Developmental and Acquired Brain Disorder Services (SS-2019-BDS-01-DEVEL-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name One Sky Community Services, Inc.		1.4 Contractor Address 755 Banfield Road Portsmouth NH 03801	
1.5 Contractor Phone Number 603-436-6111 ext 152	1.6 Account Number 05-95-93-930010-7013-102-500731 05-95-93-930010-7014-102-500731 05-95-93-930010-7852-102-500731 05-95-93-930010-7852-502-500891 05-95-93-930010-7100-102-500731 05-95-93-930010-5947-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$4,010,964.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
✓ 1.11 Contractor Signature 		✓ 1.12 Name and Title of Contractor Signatory RICHARD BAGLEY PRESIDENT	
✓ 1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Essex</u> On <u>5-21-19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
✓ 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
✓ 1.13.2 Name and Title of Notary or Justice of the Peace <u>Danilo Correa / Store Supervisor</u>			
1.14 State Agency Signature  Date: <u>5/23/18</u>		1.15 Name and Title of State Agency Signatory <u>Christine Sunkhanello DHS Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/29/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

RB
5/21/2018

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Contractor shall provide developmental and acquired brain disorder services in accordance with New Hampshire Administrative Rules:
 - 1.4.1. CHAPTER He-M 500 Developmental Services, including all PARTS as applicable to developmental and acquired brain disorder services.
 - 1.4.2. PARTS He-M 202 Rights Protection Procedures For Developmental Services
 - 1.4.3. PART He-M 310 Rights Of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community
 - 1.4.4. PART He-M 1001 Certification Standards For Developmental Services Community Residences
 - 1.4.5. PART He-M 1201 Healthcare Coordination And Administration Of Medications
- 1.5. The Contractor agrees to comply with the Department's policies and procedures regarding development and acquired brain disorder services as they are developed, implemented and amended.
- 1.6. The Contractor shall connect and assist all individuals with accessing and applying for other community resources/services and public programs that are available or eligible to them such as but not limited to the Department and its programs, Department of Education, Division of Vocational Rehabilitation, local education agencies, and Developmental Disabilities Council.



- 1.7. The Contractor shall provide to the Department upon request documentation that ensures each Contractor employee, and subcontractor who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 1.7.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 1.7.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 1.7.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 1.7.3.1. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.
- 1.8. The Contractor agrees to determine an individual's eligibility for and types of developmental and acquired brain disorder services in Section 2.1 below in accordance with New Hampshire Administrative Rules He-M 503, He-M 522, and He-M 510.
- 1.9. Fiscal Year is a period beginning July 1 and ending June 30.
- 1.10. Days in this Agreement shall mean calendar days.
- 1.11. Quarterly means the periods July 1 through September 30, October 1 through December 31, January 1 through March 31 and April 1 through June 30.

2. Scope of Services

- 2.1. The Contractor shall provide the developmental and acquired brain disorder services as described in more detail in Exhibit A-1 and quantity in Exhibit A-2 as follows:
 - 2.1.1. Community Support/Independent Living Services
 - 2.1.2. Community Participation Services and/or Employment Services
 - 2.1.3. Family-Centered Early Supports and Services
 - 2.1.4. Family Support Services



- 2.1.5. In-Home Support Services
- 2.1.6. Contractors who provide Residential Services and who may Provide Community Participation Services
- 2.1.7. Residential Services
- 2.1.8. Service Coordination
- 2.1.9. Services to Person with Acquired Brain Disorders
- 2.1.10. Participant Directed Managed Services
- 2.1.11. Room and Board for those Residential settings in which the Department is providing State General Fund financial resources.
- 2.2. National Core Indicators (NCI)**
 - 2.2.1. For those individuals chosen to participate in the NCI, the Contractor shall enter by the deadline given by the Department the individual's demographic information into the Online Data Entry Survey Application (ODESA). The Contractor shall work with the Department to assist the scheduling of interviews for NCI surveys in a timely basis.
- 2.3. Supports Intensity Scale (SIS) Individual Service Agreements and Individual Budget Proposals**
 - 2.3.1. The Contractor shall work with the Department's contracted SIS interviewers as directed by the Department to facilitate the completion of the SIS assessments for all individuals served under this Contract, regardless of payer sources, in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2. The Contractor shall insure that the Contractor's staff/regional service coordinators use the results of the SIS evaluations to conduct service planning meetings and to create Individual Service Agreements for each individual in accordance with New Hampshire Administrative Rule He-M 503.
 - 2.3.2.1. The Contractor shall use the Individual Service Agreement template in the Health Risk Screening Tool (HRST) in Section 2.4 below to create Individual Services Agreements.
 - 2.3.3. The Contractor shall use the Individual Service Agreement in Section 2.3.2 above to create Individual Budget Proposals in accordance with New Hampshire Administrative Rule He-M 503 for the estimated cost



of each individual's services defined in the Individual Service Agreement in Section 2.3.2 above.

2.3.3.1. The Contractor shall use Individual Budget Templates provided by the Department to create the Individual Budget Proposals in Section 2.3.3 above.

2.3.3.2. The Contractor shall estimate costs for services in accordance with New Hampshire Administrative Rule He-M 503.

2.3.3.3. The Contractor shall obtain and enter all required information from the Individual Budget Templates in Section 2.3.3.1 into the Budget Tracking System (BTS) for Department to approve the individual's services and budgets.

2.3.3.4. The Contractor shall not provide services to individuals prior to Department approval and understands the Department is under no obligation to pay for such services started without approval.

2.4. Health Risk Screening Tool (HRST):

2.4.1. The Contractor shall use the HRST to screen an individual for medical needs/concerns/issues to assist the individual in accessing needed medical care in accordance with New Hampshire Administrative Rule He-M 503.

2.4.2. The Contractor shall insure that appropriate staff:

2.4.2.1. Are trained on how to obtain and to enter the required information into the HRST database.

2.4.2.2. Are trained in using the results of the screening.

2.5. Risk Management

2.5.1. The Contractor shall maintain a local Risk Management Committee (RMC), as required by the State of New Hampshire SB 112 (2009) Commission report, and operate the RMC in accordance with the Contractor's adopted policy and practice statements regarding the operations of this committee that may be subject to Department review and approval. A representative of the local RMC shall



participate in the meetings of the Statewide Risk Management Committee.

2.5.2. The Contractor shall:

- 2.5.2.1. Assure that a screening process is in place for individuals referred to risk management assessment;
- 2.5.2.2. Assure that there is a thorough assessment/identification of static and dynamic risk factors;
- 2.5.2.3. Review and approve a risk management plan for each individual who is deemed in an assessment to pose a risk to community safety; and
- 2.5.2.4. Seek input from the Statewide Risk Management Committee before finalizing an individual's risk management plan.

2.6. Wait List Registry

- 2.6.1. The Contractor shall complete waitlist activities in accordance with He-M 503, in NHLeads in Section 2.8 below, a database system, for individuals who are currently on the waitlist and for those individuals who will need funds during the next five fiscal years.
- 2.6.2. The Contractor shall obtain, enter, and update within thirty (30) days of any change of the individuals status on the waitlist, the required information into the Wait List Registry to document the need for funding and services.
- 2.6.3. The Contractor shall remove an individual from the Wait List Registry within 30 days of receiving an approval from the Department for an allocation of funding for the Individual's Services Budget.
- 2.6.4. The Contractor shall enter in the Wait List Registry the actual start date for the individuals approved services within thirty days of the start of services. If there is a delay in services (when services may not start on the anticipated start date), the Contractor shall indicate the reason for delay to the Department.
- 2.6.5. The Contractor shall provide and participate in any tracking and/or monitoring of use of Wait List dollars, as required by the Department.



2.7. Employment Data System (EDS)

- 2.7.1. The Contractor agrees to enter all the required data into EDS, as defined by EDS and the Department, for all individuals served under this Agreement and who are employed.
- 2.7.2. The Contractor shall obtain and enter or update all of the required information into EDS such as, but not limited to: job-end-date, any changes in hours worked or wages earned.
- 2.7.3. The Contractor shall make updates in the EDS by 9/30, 12/31, 3/31, 6/30 for the previous quarter's activities to generate the regional and statewide employment reports.

2.8. NHLeads

- 2.8.1. The Contractor will use NHLeads to record service activity for individuals over the age of three as follows:
 - 2.8.1.1. Complete intake processing;
 - 2.8.1.2. Determine eligibility for and types of services; and
 - 2.8.1.3. Capture dates and types of services provided to individuals in the Service Capture/Billing section.
- 2.8.2. The Contractor agrees to provide accurate information and not to duplicate individuals in NHLeads.
- 2.8.3. The Contractor shall make to at least a single service entry per month to show that an individual was served during that month when services are non-billable. Non-billable service delivery data may also be uploaded to NHLeads as an alternative to entering the records directly in the Service Capture/Billing calendar.

2.9. No Wrong Door System

- 2.9.1. The Contractor agrees to being a No Wrong Door (NWD) partner as it relates to the Area Agency to create linkages for individuals who seek services from them and require intake, evaluation, and assessment as outlined in RSA 171-A:2, 1-b, and 171-A:6 .
- 2.9.2. The Contractor shall provide, at minimum the following consistent with the Federal Key Elements of a NWD System of Access Guidelines.
- 2.9.3. The Contractor shall participate as Partner under the NHCarePath model by operating as eligibility and referral partner for individuals



who may require or may benefit from community long term supports and services (LTSS).

- 2.9.4. The Contractor shall ensure that individuals connect to LTSS options that may/will cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Economic and Housing Stability
- 2.9.5. The Contractor will participate in up to three (3) State and up to four (4) Regional meetings for NHCarePath.
- 2.9.6. The Contractor shall provide case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary.
- 2.9.7. The Contractor shall support individuals and follow standardized guidelines established by the Department for providing preliminary screening (Level-One Screening), referrals, and functional assessments for LTSS.
- 2.9.8. The Contractor shall utilize and distribute NHCarePath outreach, education and awareness materials.

2.10. Complaint Investigation

- 2.10.1. The Contractor shall comply with all requirements of He-M 202, Rights Protection Procedures for Developmental Services.
- 2.10.2. The Contractor shall reimburse the Department for all expenses incurred when the Department conducts and completes a complaint investigation for an individual being served under this contract.
- 2.10.3. The Contractor shall pay the Department within 30 days from the date the Department sends notice to the Contractor for the amount of expenses.

2.11. Settings

- 2.11.1. The Contractor will comply with the Center for Medicaid and Medicare (CMS) Home and Community Based Services (HCBS) Settings regulations, 42 CFR Section 441.301(cXaXs) and Section 441.710 (aX1X2).



2.12. Maintenance of Fiscal Integrity

2.12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the developmental services provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

2.12.2. The Contractor agrees to financial performance standards as follows:

2.12.2.1. Days of Cash on Hand

- a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2.12.2.2. Current Ratio

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



2.12.2.3. Debt Service Coverage Ratio

- a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
- b. Definition: The ratio of Net Income to the year to date debt service.
- c. Formula:
$$\frac{\text{Net Income plus Depreciation/Amortization Expense plus Interest Expense}}{\text{year to date debt service (principal and interest) over the next twelve (12) months}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

2.12.2.4. Net Assets to Total Assets

- a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
- b. Definition: The ratio of the Contractor's net assets to total assets.
- c. Formula:
$$\frac{\text{Net assets (total assets less total liabilities)}}{\text{total assets}}$$
- d. Source of Data: The Contractor's Monthly Financial Statements.
- e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

2.12.3. In the event that the Contractor does not meet either:

- 2.12.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 2.12.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for one (1) consecutive month,



- 2.12.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 2.12.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that Section 2.16.3.1 and 2.16.3.2 has not been met. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 2.12.3.5. The Department may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 2.12.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 2.12.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 2.12.6. The Contractor shall provide their Revenue and Expense Budget (Budget Form A) for the upcoming fiscal year no later than the date defined by the Department in the annual contracting schedule. The Department shall withhold payment for from the Contractor for not providing the Budget Form A by the due date.
- 2.12.7. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A or any revision of this form), which shall include but not be limited to, all the Contractors cost centers. If the Contractor subcontracts with local agencies, each agency shall be displayed with a separate cost center.



- 2.12.8. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter
- 2.12.9. Contractors Request for Extension of Financial Filing Deadlines.
- 2.12.9.1. If the contractor is unable to submit within 30 days then the contractor shall submit a request for an extension of the filing deadline as follows:
- 2.12.9.1.1. Requests shall be made in writing;
 - 2.12.9.1.2. Requests shall be sent to the director or designee;
 - 2.12.9.1.3. Requests shall be received no later than 20 days prior to the filing deadline; and
 - 2.12.9.1.4. Requests shall include the following:
 - 2.12.9.1.4.1. Contact information;
 - 2.12.9.1.4.2. Reason for requesting the extension; and
 - 2.12.9.1.4.3. New requested deadline.
- 2.12.9.2. The request for extension will be granted if there are unforeseen situations that are beyond the Area Agencies and their subcontractors control that prevent them from preparing the facilities fiscal information.



Scope of Services: Detailed Service Descriptions

1. Provisions Applicable to All Services in Exhibit A-1

- 1.1. The Contractor shall have and maintain the capacity (staffing and resources) to serve the projected number of unduplicated individuals and projected number of service units for each service in accordance with Exhibit A-1 and Exhibit A-2, upon the Contract's effective date.
 - 1.1.1. The number of unduplicated individuals is listed under the column titled "Individuals" in Exhibit A-2.
 - 1.1.2. The type of unit in "Service Units" in Exhibit A-2 is defined in the Medicaid billing system and in the Medicaid Home and Community Based Waivers
- 1.2. The Contractor shall serve the projected number of individuals in Exhibit A-1 and A-2 upon the Contract's effective date and throughout the contract period.
- 1.3. The Contractor shall report to the Department when an individual is no longer being served under this Contract.
 - 1.3.1. The Contractor shall report to the Department, within five (5) days of the individuals' last day of services. The Contractor shall include in said report:
 - 1.3.1.1. Name of the individual,
 - 1.3.1.2. Last date of services for the individual,
 - 1.3.1.3. Services the individual received and the utilization of services the individual received for each service.
 - 1.3.1.4. Explanation for the individual no longer receiving services.
- 1.4. The Contractor agrees that failure to be ready to serve individuals in accordance with Section 1.1 above shall constitute grounds for a reduction in the price limitation, Block 1.8 of the General Provisions, Form P-37 of this Agreement, or at the discretion of the State, shall constitute an event of default.
- 1.5. The Contractor hereby agrees that should the aggregate number of units of service decrease by ten (10) percent of the aggregate number of units of service contained in Exhibit A-1 and Exhibit A-2 for each service, then the State, at its discretion, may reduce the price limitation as set forth in Paragraph 1.8 of the General Provisions, Form P-37, of this Agreement.



- 1.6. The Contractor shall provide developmental and acquired brain disorder services for Region VIII defined as the cities and towns in New Hampshire Administrative Rule He-M 505.
- 1.7. The Contractor shall provide developmental and acquired brain disorder services that include basic Activities of Daily Living (ADL) services and supports to clients in the home as would be expected within a home environment.
 - 1.7.1. The Contractor shall provide developmental and acquired brain disorder services as needed for individuals in order to enhance their optimal functioning and independence in basic skills.
 - 1.7.2. The Contractor shall provide developmental and acquired brain disorder services that strive to enhance and facilitate each individual's opportunity for meaningful participation in the community with neighbors, merchants, friends, and other non-paid members of the community.
- 1.8. The Contractor will provide fire drills and training, in accordance with the Administrative Rule governing the program for residents in order to continually ensure that residents are able to promptly evacuate the home, the facility where services are provided, and a residential home in the event of a fire or other emergency.

2. Community Supports/Independent Living Services

- 2.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community support/independent living services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement and in accordance with New Hampshire Administrative rule He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."

3. Community Participation Services and/or Employment Services

- 3.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide community participation services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative rules He-M 507, "Community Participation Services," and/or He-M 518, "Employment Services."



4. Family Centered Early Supports and Services

4.1. The Contractor hereby covenants and agrees that, during the term of this agreement, Family-Centered Early Supports and Services (FCESS) will be provided in accordance with the service description(s) cited below and in compliance with New Hampshire Administrative rule He-M 510, "Family-Centered Early Supports Services".

4.1.1. The Contractor agrees to provide FCESS services up to the number of children in the table below on an annual basis (defined as the period of July 1 through June 30):

Total Number of Children Served on an Annual Basis
400

4.2. The Contractor shall ensure that FCESS scope of services for each child and their family shall be individualized, family centered, and determined by the Individualized Family Support Plan (IFSP) team.

4.3. The Contractor agrees to provide FCESS services in compliance with the Office of Special Education Programs (OSEP) compliance indicators.

4.4. The Contractor agrees to provide FCESS services in natural environments as defined by OSEP and He-M 510.

4.5. The Contractor shall collect and enter all required client/individual information in to the FCESS Case Management System and:

4.5.1. Ensure that all FCESS data is maintained accurately, completely, and is entered into the Case Management System in a timely manner, and

4.5.2. Provide to the Department FCESS data as requested and by the date determined by the Department.

4.6. The Contractor will work with other external professionals, as needed, to meet the needs, as identified in the IFSP in Section 4.2, of children and families enrolled in FCESS.

4.7. The Contractor's staff shall comply with current professional development standards as defined by the Department's monitoring process, written guidance, and He-m 510 and as follows:

4.7.1. All new staff will complete Welcome to FCESS (WESS) orientation and be trained in Child Outcome Summary (COS) process within one (1) year of their hire date.



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- 4.7.2. All staff shall have current individualized professional development plans updated at least annually.
 - 4.7.3. All staff shall have training at least annually in procedural safeguards.
 - 4.7.4. All staff shall maintain licensure or certification as appropriate for their professional discipline.
 - 4.8. The Contractor shall provide FCESS services in a timely manner in accordance with He-M 510 and as follows:
 - 4.8.1. Forty-five (45) day timeline between receipt of referral and approved IFSP;
 - 4.8.2. Services start no later than thirty (30) days from the date agreed to by IFSP team; and
 - 4.8.3. Consultant services start no later than thirty (30) days from the date determined by IFSP team.
 - 4.9. The Contractor shall ensure that FCESS programs maintain high levels of quality and compliance in accordance with New Hampshire Administrative Rule He-M 510 and the federal law, Individuals with Disabilities Educational Act (IDEA).
 - 4.10. The Contractor and Contractor's staff shall comply with all FCESS current guidance documents, New Hampshire Administrative rule He-M 510 rules, and IDEA federal law.
 - 4.11. Part C Supplemental Services funding for children with Autism:
 - 4.11.1. The Contractor shall identify needed supplemental support services for children who have an approved IFSP and who have been diagnosed by a physician with Autism Spectrum Disorder (ASD).
 - 4.11.2. The Contractor shall identify the external providers for these supplemental support services defined as direct services to the child and their family, beyond what is routinely available through the FCESS program, which address the individual needs as identified in the child's IFSP and assessment related to the child's ASD.
 - 4.11.3. The Contractor shall submit for Department approval a completed "Autism Proposal" form as in Section 4.11.4 that describes the type of supplemental support services to be sought-after and the cost for said services, prior to the start of a child receiving supplemental support services.



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- 4.11.4. The Contractor shall complete an "Autism Proposal" using the Department approved form and Guidelines that define the allowable type of supplemental services and funding limits for each child's proposal.
 - 4.11.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the Statewide funding for Supplemental Services under section 4.11 through ongoing review and approval of individual Autism Proposal's, as they are submitted.
 - 4.11.6. The Contractor shall submit invoices for the approved "Autism Proposal" in accordance with the Department provided Guidelines.
- 4.12. Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports.
- 4.12.1. The Contractor shall identify needed supplemental training and services/supports to children who have an approved IFSP and who have been identified with hearing and/or vision deficits by referrals or a doctor.
 - 4.12.2. The Contractor shall identify the providers for hearing and vision supplemental training and services/supports defined as direct services to the child and their family, beyond what is routinely available through the FCESS Program, which address the individual needs as identified in the child's IFSP and assessment related to the child's hearing and/or vision needs.
 - 4.12.3. The Contractor shall submit for Department approval a completed "Hearing and/or Vision Proposal" form as in Section 4.12.4 that describes the type of hearing and vision supplemental training and supports/services to be sought-after and the cost for said services, prior to the start of services.
 - 4.12.4. The Contractor shall complete a "Hearing and/or Vision Proposal" form using the Department approved form and Guidelines that define the allowable type of hearing and vision supplemental training and support/services and funding limits.
 - 4.12.5. The Contractor agrees that the Department shall determine the Contractor's allocation of the statewide funding for Supplemental Services under section 4.12 through ongoing review and approval of individual Hearing and/or Vision Proposals, as they are submitted.



- 4.12.6. The Contractor shall submit invoices for approved Hearing and/or Vision Proposals in accordance with the Department provided Guidelines.

5. Family Support Services

- 5.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide family support services in accordance with the service description(s) cited below and in accordance with New Hampshire Administrative rules He-M 519, "Family Support Services," and He-M 513, "Respite Services."

- 5.1.1. The Contractor agrees to provide Family Support Services up to the number of number of families, services, and units according to the table below.

Number of Unduplicated Families to be Served	Number of Unduplicated Families Provided with Respite Only	Number of Unduplicated Families Provided with Non-Respite Only (Family Supports)	Number of Unduplicated Families Provided with Both Types of Family Supports	Number of Respite Units
574	4	441	129	42,139

- 5.1.2. The Contractor who provides Respite Care under Family Residence services in Section 7 shall be accountable for the number of families who receive respite services under Section 7 Family Residence.

- 5.2. The Contractor shall work with the Regional Family Support Council in accordance with New Hampshire Administrative rule He-M 519 for the purposes of improving supports and services for individuals receiving developmental and acquired brain disorder services.

- 5.2.1. The Contractor shall be responsible for providing the Regional Family Support Council with funding from this Contract for the purposes of providing flexible funding for services and support for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.

6. In-Home Support Services

- 6.1. The Contractor hereby covenants and agrees that, during the term of this agreement, it will provide in-home support services in accordance with service description(s) cited below, and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with New Hampshire Administrative Rule He-M 524, "In-Home Supports."



- 6.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, communicating, socializing, recreating, personal growth, and safety and health.
- 6.3. The Contractor will be responsible to ensure that individuals whose services are funded through the in-home support services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.

7. Contractors who provide Residential services and who may Provide Community Participation Services

- 7.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide Residential and Community Participation Services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences," or He-M 521, "Certification of Residential Services or Combined Residential and Day Services Provided in the Family Home."

8. Residential Services

- 8.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide residential services in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 1001, "Certification Standards for Community Residences" or He-M 521, "Certification of Residential Services or Combined Residential and Day Services provided in the Family Home."

9. Service Coordination

- 9.1. The Contractor agrees to employ 15 Service Coordinators who will be responsible for accessing and coordinating services to a minimum of 497 individuals with developmental disabilities and acquired brain disorders. The Contractor further agrees to employ 2.5 Supervisor(s) of Service Coordination who will be responsible for assuring adherence to the duties and responsibilities of the Service Coordinators as specified in He-M 503, "Eligibility and the Process of Providing Services."
- 9.2. The Contractor shall ensure that the Supervisor(s) of Service Coordination will also be responsible for accessing and coordinating services to a minimum of 6 individuals with developmental disabilities.



- 9.3. The Contractor agrees that documentation of service coordination services shall adhere to the requirements found in He-M 503, "Eligibility and the Process of Providing Services," and in He-M 517, "Medicaid-Covered Home and Community-Based Care Services for Persons with Developmental Disabilities and Acquired Brain Disorders."
- 9.4. The Contractor's Service Coordinator shall assure that all applications for public assistance and Medicaid are filed in a timely fashion and, to the extent possible, at least one hundred and twenty (120) days prior to final placement.
- 9.5. The Contractor agrees to ensure supervision of the Service Coordinator(s) on a regular and frequent basis and to take such steps as may be necessary to ensure that the Service Coordinator(s) is/are fulfilling his/her duties and responsibilities in a professional and lawful manner consistent with State standards and in a manner that meets the needs of the individuals being served.
- 9.6. The Contractor agrees to ensure supervision of expenditures from the \$0 in Client Services Funds to cover gaps of services not otherwise covered and to ensure that the Service Coordinator(s) has/have accessed all other available sources of public funds, State Plan (if applicable) and, when appropriate, the individual's or parent's (s') own resources prior to expenditure of Client Services Funds.
 - 9.6.1. The Contractor, where appropriate, shall have written authorizations that document those other sources of funds have been investigated thoroughly prior to expenditure of Client Services Funds.
- 9.7. The Contractor shall ensure that the Service Coordinator(s) are supervised by and report directly to the Service Coordinator Supervisor.
- 9.8. The Contractor agrees that service coordination services will be available as needed on a 24-hour basis, 365 days per year.

10. Services to Persons with Acquired Brain Disorders

- 10.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide services to persons with acquired brain disorders in residences in accordance with the service description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 522, "Services to Persons with Acquired Brain Disorders."



11. Participant Directed and Managed Services

- 11.1. The Contractor hereby covenants and agrees that during the term of this agreement, it will provide consolidated developmental services in accordance with services description(s) cited below and further detailed and quantified in Exhibit A-2 of this agreement, and in accordance with He-M 525, "Participant Directed and Managed Services."
- 11.2. The Contractor shall provide assistance and resources to individuals with developmental disabilities and their families in order to improve and maintain the individuals' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.
- 11.3. The Contractor will ensure that consumers whose services are funded through the consolidated developmental services category will have full freedom and control in choosing their own provider(s) for each and every aspect of their services.
- 11.4. The Contractor will communicate in writing to individuals and their families who utilize PDMS that any unused funds may be returned to the Department to manage or to use locally to meet other regional unmet service needs.

12. Room and Board for all Residential Services provided under this Agreement.

- 12.1. The Contractor shall provide individuals with room and board, as sleeping accommodations and meals, for individuals living in Staffed Residences, in accordance with the applicable New Hampshire Administrative rule for each of the residential services in this Agreement.
- 12.2. The Contractor shall provide for Department approval a spreadsheet that requests services and amount of funding for all clients in the region by state fiscal year.
- 12.3. The Contractor shall request in writing with an updated spreadsheet for Department approval changes to the approved request in Section 12.2 above, within fourteen days of knowing of such change.
- 12.4. The Contractor is required to seek reimbursement from the individual's other public and private payer sources as well as other community resources for room and board before seeking non-Medicaid reimbursement from the Department, under this Agreement, on a Department provided form.

13. Continuing Education Assistance

- 13.1. The Contractor will provide for eligible Contractor staff and other Provider agency staff within the region continuing education assistance to pursue or further pursue an Associates, Bachelors, Masters and/or Doctorate and/or a



specific certification that support the mission of the community developmental services system.

- 13.2. The Contractor must comply with the Department guidelines to determine eligibility and other requirements governing the continuing education assistance program.

Exhibit A-2 One Sky Community Services

Detailed Service	Service Group	Count	Service Units
Community Support/Independent Living			
	Community Support Services	19	21867
Community Participation Services			
	Day	161	560401
	SEP	24	44843
In Home Support Services			
	In Home Supports	37	444
Residences Which May Also Provide Community Participation Services			
	Day	52	215338
	Residential	52	16805
Residential Services			
	Residential	114	37241
Services to Persons With Acquired Brain Disorders			
	Day	8	36192
	Residential	9	2840
	Consolidated Services	5	60
Participant Directed and Managed Services			
	Consolidated Services	103	1356



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block, 1.8 of the General Provisions of this Agreement, Form P-37, and in accordance with Sections 3, 4 and 5 below for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1 Scope of Services: Detailed Service Descriptions.
2. This contract is funded with funds from:
 - 2.1. State of New Hampshire General Funds
 - 2.2. The United States Department of Education, Office of Special Education and Rehabilitative Services, Special Education Grants for Infants and Toddlers, Catalog for Domestic Assistance (CFDA) # 84.181A. These Funds support the Part C activities in Exhibit A-1 under the Individuals with Disabilities Education Act (IDEA).
 - 2.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
3. **Payment for Regional Family Support Council**
 - 3.1. The Contractor shall seek reimbursement from the Department on quarterly basis on a Department approved invoice with the date, and type of services and supports provided to individuals and their families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.2. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor, of an amount determined by the Department, necessary to initiate family support council activities to support families in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Sections 5.2 and 5.2.1.
 - 3.3. In no event shall the total of initial and/or monthly payments exceed the maximum price of \$71,078.
4. **Payment for Room and Board Expenses for individuals who receive Residential Services**
 - 4.1. The Contractor will seek non-Medicaid reimbursement from the Department for room and board provided to individuals who receive residential services as follows:
 - 4.1.1. Based on approved expenses in accordance with Exhibit A-1 Scope of Services: Detailed Service Descriptions, Section 12, and
 - 4.1.2. Only for the amount of fixed room and board expenses allocated to the individual whose residential services are provide under this Contract. The allocation is based on dividing total fixed room and board expenses by all individuals/residents residing in the same residential setting. Fixed costs are costs associated with the residential setting that will not change whether or not an individual resides in the residential setting; and
 - 4.1.3. Only for the portion of the approved expense not reimbursed by an individual's other public and private funding sources and community funding resources.
 - 4.2. The Contractor agrees the Department will only assist with room and board upon the availability of funding.
 - 4.3. The Contractor shall invoice the Department monthly using a Department approved form.



Exhibit B

- 4.4. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Administrator of the Bureau of Developmental Services, through the Department's eStudio.
- 4.5. This Agreement is one of ten other Agreements with Contractors that will provide room and board for individuals who have developmental and acquired brain disorders and who receive residential services. No maximum or minimum residential service volume is guaranteed. Accordingly the total price for room and board among all ten Agreements is \$2,000,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 5. Payment for Part C Supplemental Services funding for children who have Autism**
- 5.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children with Autism based on approved expenses defined in Exhibit A-1, Section 4.11.
- 5.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 5.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 5.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children who have autism. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services among all ten Agreements is \$340,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 6. Payment for Part C Supplemental Services funding for children in need of Hearing and/or Vision Training and Services/Supports**
- 6.1. The Contractor will seek reimbursement from the Department for Part C supplemental services for children in need of Hearing and/or Vision Training and Services/Supports based on approved expenses defined in Exhibit A-1, Section 4.12.
- 6.2. The Contractor shall submit a monthly invoice in accordance with the Department guidelines.
- 6.3. The Contractor shall submit an invoice by the 10th day following the end of the month to the Financial Manager of the Bureau of Developmental Services.
- 6.4. This Agreement is one of ten other Agreements with Vendors that will provide Part C supplemental services to children in need of Hearing and/or Vision Training and Services/Supports. No maximum or minimum service volume is guaranteed. Accordingly the total price for Part C Supplemental services for children in need of Hearing and/or Vision Training and Services/Supports among all ten Agreements is \$311,000 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.
- 7. Payment for Continuing Education Assistance**
- 7.1. The Contractor will seek reimbursement from the Department for Continuing Education in accordance with the Department guidelines and after the Contractor or Provider agency staff have completed the course with a grade C or better for Associate or Bachelor degrees or a grade B or better for a Masters or Doctorate Degree or certificate program.



Exhibit B

- 7.2. The Contractor shall submit an invoice in accordance with the Department guidelines as specified in Exhibit A-1, Section 13 to the Financial Manager of the Bureau of Developmental Services.
- 7.3. This Agreement is one of ten other Agreements with Vendors that will provide Continuing Education funding. No maximum or minimum service volume is guaranteed. Accordingly the total price for Continuing Education funding among all ten Agreements is \$74,890 which has been included Block 1.8 Price Limitation of the General Provisions, P-37.

8. Payment Methodology for Services that are not paid by Medicaid and not for services in Sections 3 through 7 above.

- 8.1. Payment to the Contractor may be made monthly and shall be made no later than a quarterly basis subject to the following conditions:
- 8.1.1. Promptly after the effective date of this Agreement, the Department may make an initial payment to the Contractor of an amount determined by the Department necessary to initiate services.
- 8.1.2. After the initial payment in Section 8.1.1 above, the Department shall make payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as identified in the Contractor's Budget Form A submitted by the Contractor and in the Department's Budget Tracking System, or such other amounts as the Department determines necessary to maintain services.
- 8.1.2.1. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
- 8.1.2.2. The Department may adjust payments for services not being provided and for increased Medicaid revenue.
- 8.1.2.3. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits programmatic and financial reports identified in Exhibit A to the State's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports shall be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.
- 8.1.2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the State's satisfaction, a plan of action to correct material findings noted in a State financial review, in Exhibit A, Section 2.15.
- 8.1.2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring, a Quality Assurance survey, a program certification review, or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
- 8.1.2.6. The Contractor shall submit to the Department, within the timelines established by the Department, any and all reports required by the Department on State funded or Medicaid funded clients, including program volume and program



Exhibit B

outcome data, client demographic data, client funding data, client clinical data, needs data, program plan data, and client activity data in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department.

- 8.1.2.7. The Department reserves the right withhold three (3) percent of the total Price Limitation, Block 1.8 of the General Provisions of this Agreement, Form P-37, until the Contractor submits the final Summary of Revenues and Expenditures, statistical reports, balance sheet reports, and program reports on the forms required by the State.
- 8.1.2.8. Contractor will have ninety (90) days from the end of the contract period to submit final invoices for payment to the Department. Any adjustments made after sixty (60) days from the end of the contract period will need to be accompanied by supporting documentation.
- 8.1.2.9. The Contractor shall maintain and provide as requested by the Department all documentation to support the amount of funding received by the Department in providing for services under this Agreement.

9. Revenue and Expense Budget (Budget Form A), Exhibit A Section 2.15.6 through 2.15.8.

- 9.1. The Contractor agrees as follows: any expenditure not in accordance with budgeted amounts shall be reported to the State in the Summary of Revenues and Expenditures report for that time period. Any expenditure that exceeds the approved budgets shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditure may be covered by the transfer of other funds where such transfer is permissible under this Agreement. In any event, the Contractor shall be required to continue providing the services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State-funded programs in subsequent years without prior written authorization from the State. The Contractor agrees that revenues shall be allocated by source strictly in accordance with the approved budget.

10. Allocation of Funding

- 10.1. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
- 10.2. The Contractor, with the prior written approval of the State, may use excess program funds to increase or improve services within the service categories in Exhibit A of this Agreement. Excess program funds may not be used to increase annualized costs of services, which would increase the obligation to the State in subsequent years, without prior written approval from the State. Excess program funds are excess funds available within state-funded programs resulting from either revenue generated in excess of, or expenditures below, amounts originally budgeted.



Exhibit B

11. Billing for Services covered under Medicaid

- 11.1. The parties acknowledge that the Contractor is able to and may bill certain Medicaid qualified services, described in this Agreement, through the Department approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
- 11.2. In cases where the Contractor has billed for services rendered to Medicaid recipients in an amount that is in excess of total budget projections in the Revenue and Expenses Budget (Budget Form A), the Department may reduce the price limitation in subparagraph 1.8 of the General Provisions of this Agreement.
 - 11.2.1. The amount to be reduced shall be determined by the Department, shall not exceed the excess amount billed, and shall be for purposes of assuring sufficient State funds are available for the required match on Medicaid revenues, or to reduce State funds if the additional Medicaid revenues replaced budgeted State funds for services.
- 11.3. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, such reduction in the price limitation shall be made by written amendment signed by both parties and may be made without obtaining approval of Governor and Executive Council.
- 11.4. If the Contractor's contract per diem rate is less than the established Medicaid fee for any service, the Contractor may utilize the difference in funding with the following stipulations:
 - 11.4.1. The funds shall not be used in any way, which would increase the Department's contract rate and/or scope of services of the Department's programs without prior approval from the State.
 - 11.4.2. The funds shall be accounted for through balance sheet and a written report, to the Department's satisfaction, on a quarterly basis.
 - 11.4.3. The funds may be used for operating expenses for services under this Agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Revisions to Exhibit K DHHS Information Security Requirements II. Methods of Secure Transmission of Data subparagraph 6 is replaced as follows:
 6. When User is sending a single piece of mail that includes confidential data for more than 400 clients, the User shall only send this piece of mail via certified ground mail, UPS, or Federal Express within the confidential U.S. to a named individual with signature requirement

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D



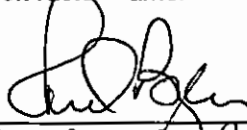
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

5/21/2018
Date

Contractor Name:


Name: RICHARD D. BAILEY
Title: PRESIDENT



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

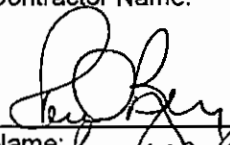
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/21/2018
Date


Name: RICHARD BAGLEY
Title: PRESIDENT



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/21/2018
Date


Name: RICHARD BAGLEY
Title: PRESIDENT



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

FB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/21/2018
Date

Contractor Name:

[Signature]
Name: RICHARD BAGLEY
Title: PRESIDENT

Exhibit G

Contractor Initials

RB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Date

5/21/2018



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/21/2018
Date


Name: RICHARD BAILEY
Title: PRESIDENT



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

PB

5/14/2018



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

bb

5/12/2014



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

One Sky Community Services, Inc.
Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

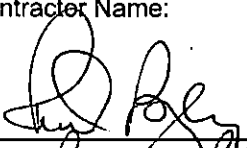
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/21/2010
Date


Name: RICHARD B. BLY
Title: PRESIDENT

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 16-184-1853
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO X YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO X YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

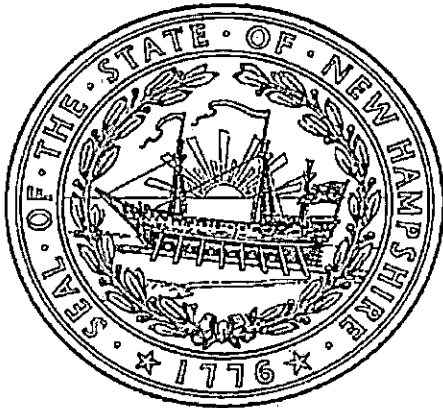
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that, ONE SKY COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 04, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65212

Certificate Number : 0004091638



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gabrielle Grossman do hereby certify that:

1. I am a duly elected Member of One Sky Community Services, Inc.

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of
the Agency duly held on \

RESOLVED: That the President


is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 21 day of May, 2018.
(Date Contract Signed)

4. Richard Bagley is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

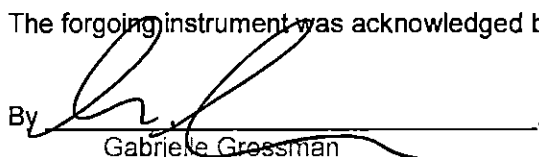


Gabrielle Grossman, Secretary

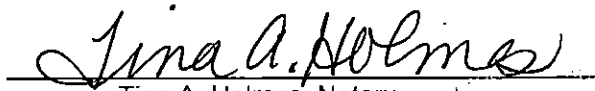
STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 21 day of May, 2018.

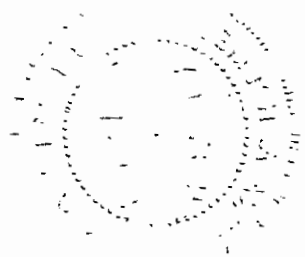
By 

Gabrielle Grossman



Tina A. Holmes, Notary
(NOTARY SEAL)

Commission Expires: TINA A. HOLMES, Notary Public
~~My Commission Expires January 15, 2019~~



THE UNIVERSITY OF CHICAGO
LIBRARY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DataRisk A Risk Strategies Company 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801	CONTACT NAME:	
	PHONE (A/C, No, Ext): (603) 778-8985 FAX (A/C, No): (603) 778-8987	
INSURED One Sky Community Services, Inc 755 Banfield Rd #3 Portsmouth NH 03801	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B: Wesco Insurance Company	25011
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 40293674**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1772205	2/1/2018	2/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1772199	2/1/2018	2/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB616535	2/1/2018	2/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3334372	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Sexual Abuse or Molestation			PHPK1772205	2/1/2018	2/1/2019	\$1,000,000 occ/\$3,000,000 Agg
A	Professional Liability			PHPK1772205	2/1/2018	2/1/2019	\$1,000,000 occ/\$3,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERState of New Hampshire
Department of Health & Human Services
129 Pleasant Street
Concord NH 03301**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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About One Sky Community Services, Inc.

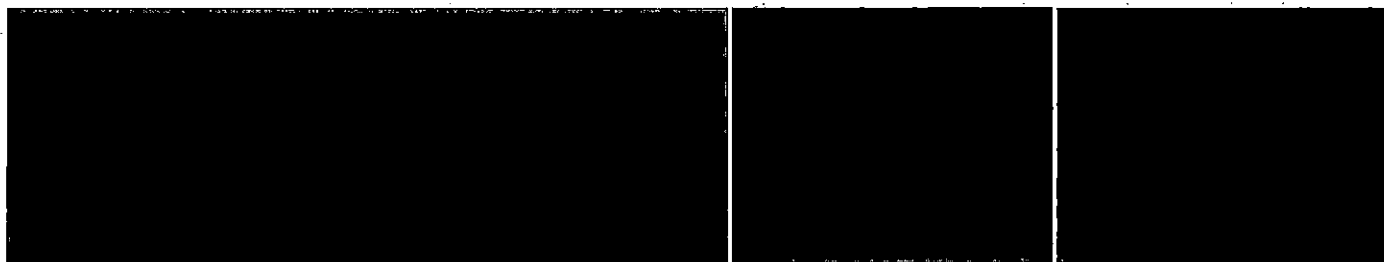
Originally incorporated as Community Developmental Services in 1983, One Sky is the designated area agency for Region VIII, serving the 24 cities and towns of Upper Rockingham County. Starting out with a handful of individuals transitioning out of Laconia and relatively few dollars, we have grown into a comprehensive service agency serving over 400 adults and 600 families with an annual budget of over twenty million dollars.

Our goal is to become the leading provider of integrated service coordination services to individuals with alternate abilities in our area. Our core competencies will be identifying the needs of the individuals who come to us for support; developing person-centered plans to address those specific needs; having a rich network of third party service providers who are able to provide the individuals we serve with the specific supports and services they need; understanding all available funding sources, preparing and helping to implement a fully integrated and funded service plans to meet the needs of the individuals we serve; and measuring performance and striving for continuous quality improvement so that we can hold all stakeholders accountable.

The One Sky Mission:

We are all focused on one thing: making the dreams of the individuals we serve a reality. We will do that by:

- Focusing on what each individual we serve **CAN** do rather than what they **CANNOT** do;
- Promoting community understanding and acceptance that the individuals we serve are no different than other members of the community and all want the same things we all do:
 - A safe and secure place to live in their community;
 - A loving and caring relationship with someone else; and
 - The chance to pursue their personal and professional goals as a member of our community.
- Recruiting, training and developing employees who feel empowered to unleash the potential of every individual we serve and advocate for them both internally and within the community.
- Exhausting all available funding sources to provide the individuals we serve and their families with the maximum support available to them.
- Assisting the families of the individuals we support to be effective advocates for their loved ones
- Working together with all members of our community – individuals, schools, local governments and businesses – to make the dreams of the individuals we serve a reality.



FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
One Sky Community Services, Inc.

We have audited the accompanying financial statements of One Sky Community Services, Inc. (the Organization), which comprise the statement of financial position as of June 30, 2017, and the related statement of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization, as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Audit of the Financial Statements as of and for the Year Ended June 30, 2016

The financial statements of the Organization as of and for the year ended June 30, 2016 were audited by other auditors whose report dated December 19, 2016, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 24, 2017

ONE SKY COMMUNITY SERVICES, INC.

Statements of Financial Position

June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 943,243	\$ 1,238,748
Client funds held	367,938	318,420
Accounts receivable, net	3,211,473	3,223,119
Prepaid expenses	<u>48,770</u>	<u>27,685</u>
Total current assets	<u>4,571,424</u>	<u>4,807,972</u>
Property and equipment		
Land	253,200	253,200
Buildings	860,505	860,505
Leasehold improvements	596,638	587,933
Vehicles	91,213	91,213
Equipment	417,220	410,691
Construction in progress	<u>26,121</u>	<u>-</u>
	2,244,897	2,203,542
Less accumulated depreciation	<u>(1,299,937)</u>	<u>(1,201,908)</u>
Property and equipment, net	<u>944,960</u>	<u>1,001,634</u>
Other assets	<u>54,932</u>	<u>59,645</u>
Total assets	<u>\$ 5,571,316</u>	<u>\$ 5,869,251</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 2,618,059	\$ 2,293,169
Accrued expenses and other current liabilities	372,723	347,071
Deferred revenue	211,637	391,590
Client funds held	367,938	318,420
Technical assistance loan	<u>23,961</u>	<u>-</u>
Total current liabilities	3,594,318	3,350,250
Unrestricted net assets	<u>1,976,998</u>	<u>2,519,001</u>
Total liabilities and net assets	<u>\$ 5,571,316</u>	<u>\$ 5,869,251</u>

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Statements of Activities

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$23,430,606	\$21,705,077
Division of development services	1,447,700	1,398,315
Contributions	26,749	44,467
Gain on sale of property and equipment	-	168,134
Interest	485	3
Other revenue	<u>669,325</u>	<u>671,806</u>
Total public support and revenue	<u>25,574,865</u>	<u>23,987,802</u>
Expenses		
Program services		
Service coordination	1,011,732	1,119,687
Residential services	3,650,797	2,034,855
Participant directed & managed/in-home supports	4,333,762	4,131,277
Early intervention	1,097,377	1,002,276
Family support	496,931	541,713
Respite care	185,258	291,008
Combined residential day programs and community support	9,339,090	9,769,834
Independent living	347,425	354,252
Day services	3,262,626	2,768,057
Clinical supports	245,007	374,009
School services	<u>173,524</u>	<u>170,279</u>
Total program services	<u>24,143,529</u>	<u>22,557,247</u>
Supporting services		
General management	<u>1,973,339</u>	<u>1,416,009</u>
Total expenses	<u>26,116,868</u>	<u>23,973,256</u>
Change in unrestricted net assets	<u>(542,003)</u>	<u>14,546</u>
Unrestricted net assets, beginning of year	<u>2,519,001</u>	<u>2,504,455</u>
Unrestricted net assets, end of year	<u>\$ 1,976,998</u>	<u>\$ 2,519,001</u>

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Statement of Functional Expenses

Year Ended June 30, 2017

	Service Coordination	Residential Services	Participant Directed & Managed / In-Home Supports	Early Intervention	Family Support	Respite Care	Combined Residential / Day Services	Independent Living	Day Services	Clinical Supports	School Services	General Management	Total
Personnel costs													
Salary and wages	\$ 654,398	\$ 39,769	\$ 1,380,744	\$ 2,693	\$ 212,078	\$ -	\$ 739,786	\$ 116,648	\$ 137,692	\$ 90,924	\$ 103,220	\$ 865,739	\$ 4,343,691
Employee benefits	136,868	7,761	88,867	-	45,572	-	159,275	34,761	25,487	17,183	25,400	219,920	761,094
Payroll taxes	50,483	3,052	101,842	156	16,418	(38)	57,170	9,214	10,204	6,981	7,674	67,288	330,444
Professional fees and consultants													
Client treatment and services	43,590	216,398	1,711,640	21,532	12	181,830	774,772	126	1,707	118,229	765	(1,537)	3,069,064
Accounting and auditing	-	-	-	-	-	-	1,157	-	-	-	-	35,000	36,157
Legal	91	-	-	-	-	-	-	-	-	-	-	32,001	32,092
Payroll preparation	6,456	339	15,547	-	9,535	-	7,144	1,658	1,180	827	1,189	210,864	254,739
Other	(4,236)	(43,904)	69,597	3,180	368	63	86,070	35,142	309	114	328	131,743	278,774
Conferences and conventions	3,688	209	1,016	-	1,100	-	3,040	538	322	1,260	384	5,270	16,827
Occupancy costs													
Rent	26,842	-	11,185	-	8,966	-	9,702	9,251	7,896	2,516	10,214	102,132	188,704
Electricity and other utilities	1,826	-	765	-	87	-	30,919	90	1,744	24	1,901	20,309	57,665
Maintenance and repairs	121	-	66	-	25	-	62,192	8	(105)	2	331	4,328	66,968
Consumable supplies													
Client consumables	1,376	37	421	-	1,054	-	33,677	233	67	54	254	34,616	71,789
Office	8,602	72	178	-	701	222	5,342	88	965	24	893	39,788	56,875
Equipment maintenance	3,965	-	4,522	-	631	190	972	537	199	146	656	94,130	105,948
Advertising	330	-	979	-	-	-	296	-	-	-	72	4,123	5,800
Printing	51	-	-	-	73	51	-	-	-	-	-	5,319	5,494
Telephone	2,718	-	640	-	238	-	1,087	474	438	61	638	32,063	38,357
Postage	5,678	-	2,601	-	1,235	-	5,916	1,278	889	347	1,062	5,032	24,038
Transportation	32,793	1,004	129,528	53	11,233	1,004	29,939	9,674	19,263	5,930	14,242	13,221	267,884
Assistance to individuals	5,521	16,389	76,692	-	180,252	250	14,004	140	934	-	2,474	9,618	306,274
Insurance	9,487	-	863	216	1,726	-	11,175	647	-	-	647	2,956	27,717
Members' dues	50	100	75	-	32	-	1,000	-	-	-	-	3,844	5,101
Other expenditures	7,519	-	(144)	-	1,371	-	7,750	1,420	4,487	385	1,180	27,967	51,935
Subcontractor	-	3,409,571	736,138	1,069,547	-	-	7,225,705	125,498	3,048,948	-	-	-	15,615,407
Total expenses before depreciation and amortization	998,217	3,650,797	4,333,762	1,097,377	492,707	183,572	9,268,090	347,425	3,262,626	245,007	173,524	1,965,734	26,018,838
Depreciation and amortization	13,515	-	-	-	4,224	1,686	71,000	-	-	-	-	7,605	98,030
Total program expenses	\$ 1,011,732	\$ 3,650,797	\$ 4,333,762	\$ 1,097,377	\$ 496,931	\$ 185,258	\$ 9,339,090	\$ 347,425	\$ 3,262,626	\$ 245,007	\$ 173,524	\$ 1,973,339	\$ 26,116,868

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Statement of Functional Expenses

Year Ended June 30, 2016

	<u>Service Coordination</u>	<u>Residential Services</u>	<u>Participant Directed & Managed / In-Home Supports</u>	<u>Early Intervention</u>	<u>Family Support</u>	<u>Respite Care</u>	<u>Combined Residential / Day Services</u>	<u>Independent Living</u>	<u>Day Services</u>	<u>Clinical Supports</u>	<u>School Services</u>	<u>General Management</u>	<u>Total</u>
Personnel costs													
Salary and wages	\$ 639,141	\$ 39,266	\$1,319,064	\$ 13,426	\$ 228,593	\$ 13,426	\$ 821,131	\$ 142,530	\$ 203,398	\$ 88,188	\$ 104,717	\$ 738,887	\$ 4,351,767
Employee benefits	135,990	4,479	100,113	7,011	49,637	7,011	146,743	36,948	35,348	19,596	15,173	164,466	722,515
Payroll taxes	49,639	3,047	98,246	1,147	17,888	1,147	63,596	11,268	15,736	6,907	8,021	59,027	335,669
Professional fees and consultants													
Client treatment and services	74,713	168,252	1,516,711	24	14,060	257,789	754,713	10,631	1,686	239,340	1,526	892	3,040,337
Accounting and auditing	-	-	-	-	-	-	-	-	-	-	-	12,000	12,000
Legal	56	-	-	-	-	-	180	-	-	-	-	7,263	7,499
Payroll preparation	-	-	-	-	-	-	-	-	-	-	-	114,042	114,042
Other	5,405	76	44,748	27,623	620	100	60,174	172	76	202	75	87,232	226,503
Conferences and conventions	5,731	256	1,282	218	1,658	228	7,158	390	626	392	431	7,602	25,972
Occupancy costs													
Rent	53,728	1,604	14,437	1,604	19,250	1,604	6,417	4,812	1,604	5,626	16,620	50,329	177,635
Electricity and other utilities	4,982	151	1,359	151	1,812	151	23,965	453	1,232	604	1,592	8,628	45,078
Maintenance and repairs	3,301	86	830	86	1,473	104	39,412	258	583	344	233	6,580	53,290
Other occupancy costs	-	-	-	-	-	-	379	-	-	-	-	3,512	3,891
Consumable supplies													
Client consumables	7,957	241	2,181	241	2,893	241	34,824	723	315	965	214	7,975	58,770
Office	24,240	203	2,370	203	2,767	524	2,569	636	1,917	811	2,059	29,352	67,651
Equipment maintenance	5,203	140	2,497	140	1,683	195	1,031	421	1,773	561	2,450	56,110	72,204
Advertising	1,557	46	1,185	46	548	46	233	3,959	46	183	-	4,250	12,099
Printing	1,302	12	161	379	330	71	264	37	77	159	106	1,695	4,593
Telephone	13,556	358	3,481	358	4,311	358	3,563	2,760	1,486	1,434	1,181	13,373	46,219
Postage	8,982	263	2,366	263	3,155	263	1,051	789	263	1,052	-	8,519	26,966
Transportation	34,994	1,598	131,600	2,012	10,754	3,217	52,446	11,556	34,039	7,127	13,828	3,861	307,032
Assistance to individuals	23,881	20,269	72,381	4	173,744	2,283	21,526	287	1,726	350	1,558	3,007	320,996
Insurance	2,969	-	318	312	1,176	274	8,942	618	-	-	495	8,204	23,308
Members' dues	663	100	913	20	241	20	105	60	20	80	-	911	3,133
Other expenditures	6,194	22	(384)	23	275	22	93	69	4,432	88	-	9,570	20,404
Subcontractor	-	1,794,386	815,438	946,985	-	-	7,647,377	124,875	2,461,674	-	-	-	13,790,735
Total expenses before depreciation and amortization	1,104,184	2,034,855	4,131,277	1,002,276	536,868	289,074	9,697,892	354,252	2,768,057	374,009	170,279	1,407,285	23,870,308
Depreciation and amortization	15,503	-	-	-	4,845	1,934	71,942	-	-	-	-	8,724	102,948
Total program expenses	<u>\$ 1,119,687</u>	<u>\$ 2,034,855</u>	<u>\$4,131,277</u>	<u>\$ 1,002,276</u>	<u>\$ 541,713</u>	<u>\$ 291,008</u>	<u>\$ 9,769,834</u>	<u>\$ 354,252</u>	<u>\$2,768,057</u>	<u>\$ 374,009</u>	<u>\$ 170,279</u>	<u>\$ 1,416,009</u>	<u>\$ 23,973,256</u>

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in unrestricted net assets	\$ (542,003)	\$ 14,546
Adjustments to reconcile change in unrestricted net assets to net cash used by operating activities		
Depreciation	98,030	102,948
Gain on sale of property and equipment	-	(168,134)
Changes in operating assets and liabilities		
Accounts receivable, net	11,646	(1,290,535)
Prepaid expenses	(21,085)	(27,685)
Accounts payable	324,890	1,035,463
Accrued expenses and other current liabilities	25,652	30,315
Deferred revenue	<u>(179,953)</u>	<u>299,314</u>
Net cash used by operating activities	<u>(282,823)</u>	<u>(3,768)</u>
Cash flows from investing activities		
Proceeds from sale of property and equipment	-	180,666
Purchases of property and equipment	(17,395)	(65,531)
Change in other assets	<u>4,713</u>	<u>(10,383)</u>
Net cash (used) provided by investing activities	<u>(12,682)</u>	<u>104,752</u>
Net (decrease) increase in cash and cash equivalents	<u>(295,505)</u>	<u>100,984</u>
Cash and cash equivalents, beginning of year	<u>1,238,748</u>	<u>1,137,764</u>
Cash and cash equivalents, end of year	\$ <u>943,243</u>	\$ <u>1,238,748</u>
Supplementary Information:		
Acquisition of property and equipment with technical assistance loan	\$ <u>23,961</u>	\$ <u>-</u>

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Nature of Activities

One Sky Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation providing a wide range of community-based services. It contracts with the New Hampshire Department of Health and Human Services to provide community-based services and support for those with developmental disabilities and acquired brain disorders in Rockingham County. The majority of its funding is from federal and state government programs.

1. Summary of Significant Accounting Policies

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

There were no temporarily or permanently restricted net assets at June 30, 2017 or 2016.

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Contributions of Property and Services

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The allowance for uncollectible accounts was \$11,473 and \$21,598 and June 30, 2017 and 2016, respectively.

Property, Equipment and Depreciation

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	10-40 years
Equipment	3-10 years
Vehicles	5 years

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Functional Allocation of Expenses

The costs of providing various programs and activities are summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally-insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. generally accepted accounting principles, management has considered transactions or events occurring through , which is the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Line of Credit and Technical Assistance Loan

The Organization has a line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in substantially all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of .75% over the bank's Prime rate, which was 5.00% at June 30, 2017. At June 30, 2017 and 2016, there was no outstanding balance on the line.

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Technical Assistance Loan

The Organization received \$23,961 in advances during 2017 under a technical assistance loan from the New Hampshire Housing Finance Authority (the Authority) with an advance ceiling of \$30,000. The loan is non interest bearing and advances are limited to funding renovation and development planning costs for four of the Organization's housing properties. Management plans to refinance the technical assistance loan under construction and permanent mortgage notes once the project receives approval from its Board of Directors and the Authority to proceed. Predevelopment activities are expected to conclude during 2018. Predevelopment costs of \$26,121 have been incurred through June 30, 2017 and are reported as construction in progress on the statements of financial position. Should the project be determined to be infeasible by the Authority, the loan will be forgiven. There are no significant commitments related to the project as of October 24, 2017.

3. Commitments and Contingencies

Operating Leases

The Organization leases its primary facility pursuant to the terms of a lease that expires in May 2027. The initial rent of \$16,413 per month increases 2% on each anniversary, with tiered increases in the annual percentage beginning in the third year of the lease term. The lessee is responsible for all utilities, repairs and maintenance and insurance and a prorata share of the real estate taxes and common area costs over a base.

Additional facilities were leased at \$1,524 per month under month-to-month tenancy subject to a written 60-day notice of non renewal. Rent under the lease is fixed for 12 months. The Organization is responsible for all utilities and maintenance.

Rent expense was \$188,704 and \$177,636 for the years ended June 30, 2017 and 2016, respectively.

Future minimum operating lease payments are as follows:

	<u>Total</u>
2018	\$ 209,805
2019	201,565
2020	205,938
2021	212,116
2022	218,479
Thereafter	1,170,206

Contingent Liabilities

The Organization receives funding under various State and Federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the funds.

The accompanying notes are an integral part of these financial statements.

ONE SKY COMMUNITY SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

The acquisition of real property has been funded, in part, by State and Federal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2017 and 2016, no provision has been made for these contingencies.

Self-Insurance Program

The Organization self-insures a portion of its employee health benefits. Stop loss insurance is in effect which limited the Organization's exposure to loss on an individual basis of \$25,000 and an annual aggregate basis of \$1,000,000. In 2017 and 2016, total claims for health benefits were \$584,845 and \$520,448, respectively. The Organization has not accrued a liability for claims that may have been incurred but not yet reported as of June 30, 2017 and 2016, respectively.

4. Concentration of Revenues and Risk

For the years ended June 30, 2017 and 2016, approximately 92% and 90%, respectively, of the support and revenue of the Organization was derived from Medicaid. Accounts receivable from Medicaid totaled \$3,100,879 and \$3,156,150 at June 30, 2017 and 2016, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

5. Subsequent Events

In June 2017, the Organization entered into two New Hampshire Community Development Finance Authority (CDFA) tax credit funding arrangements. The first CDFA arrangement amounts to \$60,000 grant after a 20% standard fee to fund the Community Based Career Pathways Employment Program. The funds are intended to build capacity, create a strategic vision, and further the Organization's mission to provide services in New Hampshire. The project is expected to begin in July 2017 with completion by December 2018. The second CDFA arrangement amounts to \$184,000 grant after a 20% standard fee to fund the Community Based Housing for the Disabled project. The funds are intended to support the renovation of the Organization's Epping, NH disabled housing facility upon Authority approval (see note 3). The project is expected to begin in July 2017 and be completed by June 2022. The funding for both arrangements is contingent upon the Organization's ability to sell the underlying tax credits, which has not occurred as of .

The accompanying notes are an integral part of these financial statements.

**BOARD OF DIRECTORS - REGION VIII
ONE SKY COMMUNITY SERVICES, INC.
05/15/2018**

	<u>NAME</u>	<u>TERM ENDS</u>
1.	Bagley, Richard President	Aug. 2019
2.	Brown, David, Esq.	Sep. 2020
3.	*Brown, Robert Treasurer	Mar. 2019
4.	*Clayburgh, Nancy	Sep. 2020
5.	Connolly, Mark	May 2021
6.	*Grossman, Gabrielle Secretary	May 2019
7.	*Kuchtey, Walter	May 2020
8.	*Madison, Robert	Mar. 2021
9.	Trinward, Kyle Vice President	July 2019
10.	Winham, Vivian	Apr. 2020

* indicates consumer representative

Tina A. Holmes

SUMMARY OF QUALIFICATIONS

- Office administration experience.
- Reputation for providing outstanding work while maintaining deadlines, budgets and quality of work.
- Excellent organizational and communication skills with attention to detail and effective multi-tasking.

EXPERIENCE

One Sky Community Services, Inc. Portsmouth, NH
(Formerly, Community Developmental Services, Inc.)
Director of HR & Administration

2018-Present

- Annually reviews and makes recommendations to executive management for improvement of the organization's policies, procedures and practices on personnel matters.
- Maintains knowledge of industry trends and employment legislation and ensures organization's compliance.
- Maintains responsibility for organization compliance with federal, state and local legislation pertaining to all personnel matters.
- Communicates changes in the organization's personnel policies and procedures and ensures that proper compliance is followed.
- Assists executive management in the annual review, preparation and administration of the organization's wage and salary program.
- Coordinates or conducts exit interviews to determine reasons behind separations.
- Consults with legal counsel as appropriate, or as directed by the CEO, on personnel matters.
- Works directly with department managers to assist them in carrying out their responsibilities on personnel matters.
- Recommends, evaluates and participates in staff development for the organization.
- Develops and maintains a human resource information system that meets the organization's personnel information needs.
- Supervises the staff of the human resource department.
- Participates on committees and special projects and seeks additional responsibilities
- Provides direct support to the Chief Executive Officer and Chief Financial Officer
- Agency liaison to IT support.
- Supervises all HR and support staff, including recruiting, interviewing, and hiring.
- Works with the Board of Directors, organizing meetings and taking minutes
- Primary contact for office, screens calls and greets visitors, takes messages, schedules appointments and manages appointment calendars, answers or directs inquiries and complaints as appropriate
- Manages all aspects of office operations and coordinates with other managers within the agency.
- Performs clerical duties of office; prepares correspondence and reports, makes copies, sends faxes and e-mails, distributes mail.
- Maintains state standards and agency policy manuals.
- Agency check signer.
- Conducts training and informational workshops for both staff and collaborating agencies.
- Arranges all workshops/conferences and travel for all managers of the agency.

One Sky Community Services, Inc. Portsmouth, NH
(Formerly, Community Developmental Services, Inc.)

2002-2018

Director of Administrative Support Services

- Provides direct support to the Chief Executive Officer and Chief Financial Officer
- Agency liaison to IT support.
- Supervises all support staff, including recruiting, interviewing, and hiring.
- Works with the Board of Directors, organizing meetings and taking minutes
- Primary contact for office, screens calls and greets visitors, takes messages, schedules appointments and manages appointment calendars, answers or directs inquiries and complaints as appropriate
- Manages all aspects of office operations and coordinates with other managers within the agency.
- Performs clerical duties of office; prepares correspondence and reports, makes copies, sends faxes and e-mails, distributes mail.
 - Maintains state standards and agency policy manuals.
 - Agency check signer.
 - Conducts training and informational workshops for both staff and collaborating agencies.
 - Arranges all workshops/conferences and travel for all managers of the agency.

EDUCATION

Bachelor of Arts magna cum laude
Franklin Pierce College, Rindge, NH

PROFESSIONAL AFFILIATIONS

Notary Public State of New Hampshire
National Notary Association Member

References furnished upon request

PROFILE

Demonstrated Human/Social Services Program Management Experience Encompassing:

- Enthusiasm, dedication and strong desire to have a positive impact in the field of social services
- Keen understanding of the government funding processes vital to the success of social programs
- Acting as an effective liaison between clients, referral sources and other community partners with the goal of providing the strong advocacy, crisis intervention and long term support needed to assist individuals with developmental disabilities to live as valued members of their communities
- Excellent organizational skills with the capacity to handle numerous projects simultaneously
- Direct staff supervision, budgeting and sub-contractor negotiations with a proven track record of minimizing costs while ensuring the consistent, high-quality delivery of services to a large multi-cultural constituency

SUMMARY OF QUALIFICATIONS

Experienced Administrator With Experience In:

- | | |
|--|--|
| • Staff Supervision & Training | Team Approaches |
| Strategic Planning | • Experienced ABA Clinician |
| • Contract Negotiation / Minimizing Costs | • Crisis Intervention / Conflict Resolution |
| Facilitation | Clinical Staff Supervision |
| • Person Centered Planning/Consumer Directed Services | • Cultural Competency |
| Workforce Development | ABA Teaching Strategies |
| • Delicate Budget Balancing To Maintain Government Entitlements - Public Funding Streams | • Staff & Family Training |
| | Family Support |
| • Compliance With State & Federal Regulations - Multi-Disciplinary | • HIPPA Laws / Maintaining Trust & Confidentiality |
| | Multi-Disciplinary Team Strategies |
| | • Developing Rapport With Referral Agencies |
| | • Public Relations |

PROFESSIONAL EXPERIENCE

Senior Policy Advisor

One Sky Community Services, Inc. Portsmouth, NH

2017-present

- Acts as One Sky's point person with the Bureau of developmental Services to assist the organization to navigate the changes in New Hampshire's HCBC waiver program
- Lead One Sky's system change efforts in response to Medicaid's payment reform by moving the organization toward an integrated system of care by networking through the IDS and with hospitals, MCOs, schools, the mental health service delivery system and all other available partners.
- Oversee Human Rights Committee
- Oversee Intensive Services Committee

Director of Family Support Services

1995-2017

Lenore A. Sciuto

One Sky Community Services, Inc. Portsmouth, NH

Key Accomplishments Include:

- Successfully administered a \$2 million federally funded entitlement program that identified at-risk infants to ensure the provision of necessary treatments and therapies
- Developed and implemented a consumer directed In-Home Support and Respite Program for families caring for a member with a developmental disability in their home
- Eliminated budget deficit by creating Medicaid billable case management and re-negotiating vendor contracts
- Oversaw a multi-million dollar budget to serve over 600 families in Rockingham County, New Hampshire
- Effective liaison with medical, psychological, educational and protective service providers

Clinician / Family Support Services 1982-1995 Fidelity House, Inc., Lawrence, MA

Haverhill/Newburyport Human Services, Inc., West Newbury,

The Psychological Center, Inc., Lawrence, MA

Key Accomplishments Include:

- Participated in developing a Family Support pilot program in Massachusetts
- Provided clinical consultation to long-term care settings including: ICF-MRs, community residences, sheltered workshops and secure facilities
- Provided on-going care to individuals with developmental disabilities, traumatic brain injuries and dual MR/MR diagnoses

EDUCATION

Worked Toward Master of Science-Applied Behavioral Analysis

Concentration-Clinical Psychology (Completed All Requirements Except the Dissertation)

Northeastern University, Boston, MA

Course Work - Humanities / Department of Social Services

London Polytechnic Institute, London, England

Bachelor of Arts-Sociology/Psychology

Emmanuel College, Brookline, MA

Karen McLaughlin

One Sky Community Services, Portsmouth NH

Director of Service Coordination

May 2000- Present

Oversee the management and operation of the Service Coordination department staff, all services delivery and planning activities and department budget. Assist people with intellectual disabilities or acquired brain disorders and others in need of supports to live as valued and participating members of their community.

One Sky Community Services, Portsmouth NH

Service Coordinator

July 1998- April 2000

Responsible for assisting adults with intellectual disabilities or acquired brain disorder in accessing services and resources to meet their needs; planning and service development and ensure overall compliance, quality, and cost budgeting of service delivery.

Kimi Nicholas Center, Plaistow NH

July 1992- July 1997

Program Director

Responsible for the overall development and implementation of community based day program services for individuals with intellectual disabilities. Coordination of community resources to provide volunteer, employment and recreational/social opportunities. Provide staff training and supervision and coordination of therapeutic services needed.

Long Island District Developmental Service Office, Hauppauge NY

Program Manager

March 1987- February 1990

Managed three community homes providing residential services to adults with intellectual disabilities. Responsible for program development and implementation and monitoring of all services. Supervised direct support and team leader staff. Responsible for clinical and administrative operation of the homes.

Long Island District Developmental Services Office, Hauppauge NY

Recreation Therapist

July 1984- March 1987

Coordinated community based leisure and recreational community based activities for the residents of five small community homes providing residential services for adults with intellectual disabilities. Provided assessment, program development and implementation of services.

Long Island Developmental Center, Melville NY

Recreation Therapist

November 1980- July 1984

Coordinated and developed recreational and leisure programs for large residential facility providing services to adult with intellectual and complex physical and medical disabilities. Provided assessment, development individual treatment plans and training of direct support staff.

Brattleboro Retreat, Child Adolescent Unit, Brattleboro VT

Activities Assistant

October 1979- October 1980

Assisted the development of therapeutic activities on a group and individual basis. Assisted in planning therapeutic groups. Provided patient assessment and recommendation for patient treatment and services.

Education Lyndon State College, Lyndonville VT
BS Therapeutic Recreation

ROCCO VANDERMERWE

OVERVIEW

A highly motivated accountant with a verifiable record of accomplishment spanning 12 years.

Areas of strength include:

Knowledge of Accounting Principles (GAAP)
Strong Verbal and Written Communication Skills
Financial Analysis
Organizational Skills
Attention to detail

Time Management
Research Abilities
Work as a team player

EDUCATION

Associate Degree in Accounting
Southern New Hampshire University

2004

COMPUTER SKILLS

- Microsoft Office Suite: Excel, Word, Access, Outlook and PowerPoint.
- Accounting Software: ACC PAC, Great Plains, Peachtree, QuickBooks and Solomon.
- Accounting Report writer: FRx reporting and use of Crystal reports.

PROFESSIONAL EXPERIENCE

Chief Financial Officer

11/2017 to present

One Sky Community Services, Inc. Portsmouth, NH

- Accounting and Financial Management.
- Contract Management.
- Risk Management.
- Banking
- Asset Management.
- Supervisory

Controller

01/2016 to 11/2017

One Sky Community Services, Inc. Portsmouth, NH

- Accounting and Financial Management.
- Contract Management.
- Risk Management.
- Banking
- Asset Management.
- Supervisory

Senior Accountant/Analyst

10/2014 to 12/2015

One Sky Community Services, Inc. Portsmouth, NH

- Financial Manager for in-house Vendor.
- Supervise Financial Systems Administrator.
- Same responsibilities as Accountant/Analyst from below

Accountant/Analyst

01/2009 to 10/2014

One Sky Community Services, Inc. Portsmouth, NH

- Compile financial reports: Balance Sheet, Profit and Loss Statement and General Ledger detail.

- Process Accruals, Recurring and Adjusting Journal entries for Month and Year End-closing.
- Maintain and track allowable State Grant Fund Expenditures.
- Post Bi-weekly Payroll and re-class any payroll discrepancies if necessary.
- Review and approve Budgets for contract approval.
- Reconcile Balance Sheet accounts and individualized Family Expenses and Revenues.
- Assist Dir. of Finance with Budget preparation.

Grants Accountant
Nonpublic Educational Services, Inc. Salem, MA

04/2008 to 01/2009

- Applied for new charter school Grant if qualified for and created grant applications.
- Maintained and tracked allowable Federal Grant and State Fund Expenditures through proper General Ledger account allocations.
- Ensured correct charter school back-up paperwork was in compliance with Federal and State regulations.
- Assisted school directors with budget preparation and maintaining a zero balance budget.
- Created Journal entries and analyzed financials.
- Compiled Grant reports in a timely and accurate manner.
- Reviewed Purchase Orders for approval.
- Investigated opportunities to improve and propose new policies and procedures to meet Federal and State regulations.

Accountant/ Analyst
Community Bridges Bow, NH

04/2005 to 04/2008

- Compiled financial reports: Balance Sheet, Profit and Loss Statement, and Statement of Cash Flow, Cash Flow forecasting and General Ledger detail.
- Processed Accruals, Recurring and Adjusting Journal entries for Month End and Year End closing.
- Analyzed general ledger accounts, vendor contracts and budgets.
- Assisted CFO and Department heads with Budget preparation.
- Updated and maintained a balanced budget when changes occurred.
- Processed, tracked and updated Medicaid changes in the General Ledger, billing and Medicaid systems.
- Maintained the Agency's accounting software including the report writer.
- Investigated opportunities to improve Agency effectiveness and proposed new policies and procedures to support those efforts.

Staff Accountant
Ocean Hospitality Inc. Portsmouth, NH (Sister Company of OPL below)

04/2004 to 04/2005

- Compiled financial reports: Balance Sheets, Profit and Loss Statements, Statement of Cash Flow and detail General Ledger.
- Completed and filed monthly Sales and Use Tax returns along with quarterly Occupancy tax returns.
- Processed and tracked intercompany transfers.
- Managed all cash accounts: Transferred funds to Operating, Manager and Payroll accounts.
- Reconciled Bank accounts and Balance Sheet accounts.
- Cash Flow analysis.
- Processed weekly check runs.
- Created and processed Accruals, Journal entries for Month End closing.
- Reviewed Accounts Payable batches and processed weekly Check runs.
- Generated Management fee invoices.

A. CHRISTIAAN (CHRIS) MUNS

SUMMARY

Business and community leader with extensive private sector expertise designing and delivering human resource solutions for large and mid-size companies and public sector service as a local community organizer, elected school board member and state representative. Very energetic, with high personal performance standards; able to not only develop and present a strategic vision but willing and able to “roll up his sleeves” and deliver immediate results.

STRENGTHS

- Deep understanding of how to design and use systems and technology to support decision making and organizational objectives (e.g. minimize redundancy, maximize efficiency, focus limited resources for greatest possible benefit)
- Focused expertise in the design and delivery of compensation, benefits, HRIS and talent management solutions that are in line with an organization's overall objectives (e.g. manager and director of compensation, benefits and HRIS at Raytheon, Fisher Scientific and Comverse; director of HR service center at Comverse)
- Hands-on financial management expertise (e.g. financial analyst, plant and regional controller managing P&L, balance sheet and transaction processing)
- Identify, establish, maintain and manage key personal and organizational relationships. (e.g. VP – Relationship Manager at Fidelity Investments, state representative, state senate candidate)
- Quickly identify problems and bring key stakeholders together to formulate and implement solutions that minimize risk and maximize impact (e.g. return on investment; heightened community awareness)
- Organizational skills needed to not only plan projects but to keep them moving forward.
- Community outreach including fundraising, establishing and maintaining on-line presence, preparing and distributing newsletters and organizing public policy forums.
- Media relations (blogging, monthly newspaper column, preparing press releases, answering questions from media, interviews)
- Government relations; working with leaders at school district, town, state and national levels.

PROFESSIONAL EXPERIENCE

ONE SKY COMMUNITY SERVICES, INC.

Portsmouth, NH

Private non-profit corporation dedicated to ensuring that individuals with developmental disabilities and acquired brain disorders are able to live independently in t

Chief Executive Officer (April 2015 to Present)

Responsible for overall management, planning, vision and leadership for all aspects of One Sky Community Services, working closely with and responsible to the Board of Directors.

- Work in close partnership with the Board of Directors to achieve agency mission, vision, and strategic direction.
- Assure the sound management and progressive development of the organization in accordance with its mission and strategic plan;
- Oversee agency services, operations, properties, and record keeping;
- Provide leadership through advocacy, education, and facilitation of internal and external relationships;
- Ensure agency compliance with regulations related to rights and protections for individuals served;
- Ensure agency compliance with State and Federal regulations applicable to services;
- Assure the quality of and satisfaction with services being provided by Region 8 and through subcontract agencies;
- Provide thorough and timely agency reporting to the Bureau of Developmental Services;
- Work with management to prepare a budget, present it to the Board, and see that the organization operates within budget guidelines;
- Assure adequate control and accounting of all funds, including developing and maintaining sound financial practices;
- Advocate with State and Federal funding sources for adequate resources to support agency operations and address needs;
- Work to expand resources to support operations.
- Establish and maintain positive relationships with individuals and families;
- Support individuals and families in advocacy efforts and advocate on their behalf as appropriate;
- Promote community understanding, acceptance of, and support for individuals with developmental disabilities;
- Maintain good working relationships with subcontract agencies;
- Maintain on-going communication and collaboration with the Bureau and other funding sources;
- Promote One Sky's presence within our communities.

A. CHRISTIAAN (CHRIS) MUNS

PROFESSIONAL EXPERIENCE (cont'd)

COMVERSE, INC.

Wakefield, MA

Leading provider of software and systems enabling value-added services for voice, messaging, mobile internet and mobile advertising; converged billing and active customer management; and IP communication.

Director, Americas HR Service Center (2011 to 2012)

Responsible for delivering all HR services to employees of multiple business units deployed in Canada, the United States, Mexico, Brazil, Argentina and Chile.

- Re-staffed service center by recruiting and hiring Compensation Manager, Recruiting Manager, HR Generalist, HR Country Manager and U.S. Immigration Specialist.
- Managed 4 reductions in force; including detailed legal compliance reviews in the United States
- Implemented critical recruiting plan for largest business unit in the Americas Region
- Developed and presented concept for new U.S. medical plan offering and outsourced administrative solution to CFO and CEO. Project will save the company \$0.6 million over three years and significantly improve level of service.
- Driving force behind 401K Investment Committee and decision by committee to hire independent outside investment advisor.

Director, Compensation & HRIS (2007 to 2011)

- Designed, implemented and managed the Incentive Performance Plan (IPP) in 2007 for largest business unit, which was extended to entire company in 2008 as Comverse Incentive Compensation Plan (CICP).
- Developed many of the training materials for CICP.
- Identified and resolved payroll related compliance issues in Chile; on-call and overtime practices throughout the Americas region.
- Implemented formal overtime policy in Argentina and the United States.
- Assisted in implementation of talent management system compensation and employment modules
- Assumed responsibility for HRIS function in February 2010
- Managed all equity (stock options and restricted stock grants) programs between October 2010 and February 2011

Director, Compensation & Benefits (2005 to 2007)

- Key member of team that completed due diligence of Kenan acquisition.
- Successfully completed integration of 900+ Kenan U.S. based population into U.S. benefits program.
- Implemented benefit plan changes that limited growth in U.S. benefits programs costs to 8% in 2006 and 6% in 2007.
- Reintroduced on-line benefits enrollment for all U.S. based employees in 2006.
- Managed stock option allocation process within the Americas region for December 2005 stock option awards.
- Spearheaded response in Americas region to numerous requests for information from internal and external auditors following disclosure of stock option administration irregularities.
- Successfully implemented global jobs classification system within the Americas Region

FIDELITY INVESTMENTS

Marlboro, MA

Fidelity Human Resource Services Company

Unit of Fidelity Investments providing integrated employee benefits, stock compensation and global human resources and payroll solutions.

Vice President/Relationship Manager (1999 to 2004)

Accountable for all facets of 9 Fortune 500 client relationships representing over 300,000 employees, \$6.1 billion in assets and \$20 million in annual revenues to Fidelity. Partnered with them to understand their HR/benefits issues and leverage Fidelity resources to help them successfully meet their business objectives.

- Developed strong relationships at the VP of HR and Treasurer/CFO levels with all clients.
- Satisfaction rating of Very Good or Excellent from 100% of senior client contacts surveyed.
- Identified and successfully negotiated opportunity to provide pension plan administration services to existing client and have client invest \$280 million in Fidelity managed investments.
- Assisted 2 clients in design of defined contribution retirement account replacement for traditional defined benefit pension plans such that there was no incremental administrative cost to them.
- Successfully re-negotiated 401(k) trustee agreement with one client that resulted in 15% increase in Fidelity operating margin without increasing recordkeeping fees to client.
- Successfully re-negotiated pension and health & welfare administrative services agreement with one client that resulted in 30% increase in ongoing revenues.
- Identified opportunities to offer Fidelity's Stock Option Administration capabilities to multiple clients

A. CHRISTIAAN (CHRIS) MUNS

PROFESSIONAL EXPERIENCE (cont'd)

FISHER SCIENTIFIC INTERNATIONAL INC.

Hampton, NH

\$2 billion international distributor of scientific products and services. Merged with Thermo Electron in 2006 to form Thermo Fisher Scientific.

Director of Corporate Benefits (1996 to 1999)

Responsible for the design, administration, and communication of all medical, dental, life insurance, disability, pension and defined contribution retirement programs.

- Introduced Cash Balance Pension Plan, extending basic retirement benefits and producing 4-year P&L savings of \$3.2 million (46% reduction) and cash flow savings of \$8 million.
- Integrated and consolidated group medical benefit programs following acquisition of CMS; generating 3-year P&L savings of \$8 million (16% reduction) and cash flow savings of \$5.3 million locking in increases of 8% per year between 1998 and 2000.
- Enhanced 401(k) plan by increasing number of investment options and increasing employee self-service while reducing recordkeeping/trustee fees by 55% (\$0.2 million) per year.
- Developed new employee benefit communications program, with consistent "look and feel" and message.
- Completed first ever "catalog" of international benefit offerings.
- Led multi-functional team that developed Y2K compliant HRIS solution.

THE RAYTHEON COMPANY

Lexington, MA

\$19 billion manufacturer of defense and commercial electronics, business aviation and special mission aircraft, and provider of engineering and construction services.

Manager of Corporate Health and Welfare Benefits and Vendor Relations (1995 to 1996)

Responsible for the design and administration of all medical, dental life insurance and disability benefit programs.

Thomson MEDSTAT

Ann Arbor, MI

\$60 million healthcare consulting organization. Now a subsidiary of The Thomson Corporation.

Client Manager (1994 to 1995, 1990-1992)

Cambridge, MA & Ann Arbor, MI

Principal point of contact between Thomson MEDSTAT and six Fortune 500 employers. Completed a variety of studies that helped clients better understand how to control group health program costs and improve their overall profitability.

Thomson MEDSTAT

Manager, Database Design Center (1992 to 1994)

Ann Arbor, MI

Recruited and managed 15 consultants charged with implementing strategic initiative to radically re-engineer process used to design client specific healthcare information databases.

WHEELABRATOR TECHNOLOGIES

Hampton, NH

Fortune 500 environmental services company.

Director of Employee Benefits (1989 to 1990)

Hampton, NH

Coordinated employee benefit planning activities for 15 refuse-to-energy plants nationwide.

New England Regional Controller (1987 to 1989)

North Andover, MA

Supported regional operations manager, standardized budgeting and financial reporting systems and developed business plans for centralized maintenance function and waste-collection business.

Controller (1984 to 1987)

Corvallis, OR & Peekskill, NY

Managed \$120 million P&L and \$250 million balance sheet, designed and implemented new systems to improve financial and operational controls, human resources administration and planning capabilities and oversaw contracts administration function.

Financial Analyst (1982 to 1984)

Hampton, NH

Quantified and evaluated investment potential of domestic and international alternative energy projects, including a \$250 million project financed methanol plant in southern Chile.

FORD MOTOR COMPANY

Livonia, MI

International manufacturer of automobiles and automotive components

Production Planning Analyst (1977 to 1980)

Evaluated impact of long-term car and truck development plans on component production requirements.

PUBLIC SERVICE

Candidate for New Hampshire State Senate - District 24 (2014)

New Hampshire State Representative (2012 to 2014)

- One of four elected state representatives from Hampton, NH. Leading vote getter in November 2012 election
- Member and appointed clerk of the Commerce and Consumer Affairs Committee.
- Appointed member and chairperson of the State Retiree Health Plan Commission.
- Appointed member of Coastal Risks and Hazards Commission.
- Appointed member and chairperson of Study Committee to Examine Local Government Center (LGC)

Winnacunnet Cooperative School Board Member (2012 – 2015)

- At-large representative for the towns of North Hampton, Hampton, Hampton Falls and Seabrook, NH.
- Elected School Board Chairman in March, 2013; re-elected in March 2014.

Candidate for New Hampshire State Representative (2010)

Chairman, Hampton Town Democratic Committee (2008 – Presnet)

- Developed and oversaw community outreach activities including fundraising, establishing and maintaining on-line presence (web-site, social media), preparing and distributing newsletters and organizing public policy forums.
- Handled media relations (blogging, newspaper columns, preparing press releases, answering questions from media, interviews)
- Worked closely with government and political leaders (from both parties) at school district, town, state and national levels.

EDUCATION

Amos Tuck School of Business Administration, Dartmouth College, Hanover, NH

MBA, General Management

Bowdoin College, Brunswick, ME

BA (with honors), Economics

OTHER

Born in the U.S. of Dutch parents. Lived in The Netherlands and the UK for 9 years. Knowledge of Dutch and German.

Michelle Whisnant

Employment History

9/2015 - Present Director of Compliance

One Sky Community Services, Inc.

Portsmouth/NH

Serve as the Chief Compliance Officer for the organization. Work with the Chief Executive Officer and others to identify and engage in activities intended to improve the quality of services and supports provided through One Sky and through subcontractors. Familiarity with all applicable local, state and federal regulations. Track and review complaints, state certifications, incident reports and other data and disseminate information to improve quality of services. Oversee information gathering for compliance related audits.

1/2014 – 9/2015 Quality Assurance Specialist

One Sky Community Services, Inc.

Portsmouth/NH

Work with Chief Executive Officer and others to identify and engage in activities intended to improve the quality of services and supports provided through One Sky and through subcontractors. Process, track and review complaints, state certifications, incident reports and other data. Oversee information gathering for compliance related audits.

1/2010 – 1/2014 Senior Administrative Assistant for Quality Improvement

One Sky Community Services, Inc.

Portsmouth/NH

Provide support to the Director and Department Managers to insure compliance with state regulations. Receive, track, review for accuracy/compliance, and process follow through for certification documentation including applications, waivers, certification reviews, responses and program changes/closures as directed by the program manager. Maintain consumer files, service provider documentation and general office duties.

9/2006- 6/2009 Administrative Assistant to Chief Compliance Officer

Lincoln Financial Group

Concord/NH

Provided support to multiple groups. Responsible for varied aspects of monthly, quarterly and year-end reporting. Support and monitor mutual funds compliance restrictions, sub-advisor policies and procedures, due diligence materials, external and internal audits for SEC/NASD and written supervisory procedures. Responsible for records maintenance and retention, managing supplies and coordination of travel. Coordinate expense payments and support budget reconciliation.

12/1998 - 12/2003

General Manager

Misty Meadows Herbal Center

Lee/NH

Experienced small business manager with abilities ranging from personnel management, hiring and termination, payroll and taxes, bookkeeping for varied business and personal accounts, created and maintained store inventory database, customer service, ordering and created and maintained company website.

Education

Northeastern University – 1990 Foreign Languages (Russian and German)

Volunteer

Natural Resource Steward – 2012 – Present

As a Natural Resource Steward (NRS) I have volunteered over 600 hours. With this program I have hosted walks to talk about the New England Cottontail Project, assistant of 2013/14 NRS class taught through Great Bay Community College, designed PowerPoint presentations, updated the NRS website as well as taken on many smaller projects as needed.

Joshua Gehling

Education:

University Of New Hampshire
Master of Education in Counseling
University Of New Hampshire
Bachelor of Arts in English

Durham, New Hampshire (many courses in Manchester)
Graduated May 2012 with highest honors: 4.00 GPA
Manchester, New Hampshire
Graduated cum laude, December 2007

Experience:

One Sky Community Services
Clinical Director (Previously Staff Clinician)

Portsmouth, NH

February 2014 – Current
Supervisor: Chris Muns

I currently support a large clinical/forensic caseload by providing behavioral and risk management services. I have been responsible for developing/implementing clinical programming, utilizing strategies from ABA and counseling methodologies (CBT/DBT). In this position, I've maintained a perfect endorsement record w/ the SRMC while building One Sky's reputation for sound clinical judgement throughout the state.

Responsibilities Include:

- Authoring policy for Region 8 RMC and chair that committee. Serve on the HRC and represent One Sky on statewide committees (SRMC, COP, ITS Committees, etc.).
- Supervising one Behavior Specialist and supporting ~20 Service Coordinators.
- Behavioral consultation and functional behavioral assessment with individuals/teams.
- Staff training (ranging from one-on-one consultation to Mandt courses for large groups).
- Development of proactive strategies for preventing challenging behavior.
- Crisis response/intervention, as well as risk management framed programmatic support.
- Clinical programming development, implementation, and oversight.
- Drafting, presenting, and maintaining behavior support and risk management plans.
- Insuring the department's financial security by providing a high rate of billable services.

Easter Seals New Hampshire
Behavior Specialist

Stratham, NH
Supervisor:

July 2012 – January 2014
Derek Edge/Jessalynne Antilus

Supported a clinical caseload of thirty-five individuals with diverse diagnostic backgrounds. Maintained a perfect state certification record, with zero deficiencies for my plans

Manchester Central High School
Guidance Counselor (Internship)

Manchester, NH
Supervisor:

Sept. 2011 – June 2012
Barbara Naeger

Responsibilities included:

- Individual and group counseling for diverse academic, personal/social, and career issues.
 - Working with student 504 accommodations and Individualized Education Plans.
 - Consulting and coordinating with fellow counselors, faculty, and parents.
 - Working with a socio-economically, multi-culturally diverse student populace.
 - Assisting in the development and implementation of a comprehensive guidance plan.
-

Easter Seals New Hampshire
Program Coordinator

Merrimack, NH
Supervisor:

April 2009 – July 2012
Jamie Carver/Jesse Lore

Supervised approximately twenty full-time employees and coordinated day service programming for over forty adult clients. Received President's Award (Manager of the Year).

Responsibilities included:

- Developing and implementing measurable ISP goals for diverse individuals.
 - Overseeing collection, maintenance, quality control and organization of client records and program documentation (daily and monthly progress notes).
 - Advocating for new vocational and volunteer opportunities for clients by reaching out to prospective jobsites and fostering healthy community relationships.
 - Organizing and leading a variety of regular staff, ISP, and psycho-educational meetings.
 - Leading the day service program through yearly state audits and the recertification process. Oversaw the program through a perfect certification in 2010.
-

Additional Skills:

- Completed IABA Positive Behavior Supports Training
 - Completed Skills System Training (DBT, Julie Brown)
 - Completed 1 year of training in Risk Assessment with Dr. Laurie Guidry
 - Certified Mandt Instructor (relational skills, verbal de-escalation, physical interventions)
 - Certified in administration of STATIC-99R and STABLE/ACUTE-2007 assessment tools
 - Certified as a School Counselor
-

References:

- Derek Edge, LCMHC. Former Clinical Director/Supervisor (603) ***_****
- Renee Fisher, ES Director (603) ***_****
- Barbara Naeger, MCHS Guidance Coordinator: (603) ***_****

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Developmental Services

Agency Name: One Sky Community Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD: SFY 19 (7/1/18 - 6/30/19)				
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Percentage of Salary Paid by Medicaid	Total Salary Amount Paid by Contract (Excludes Medicaid)
Abraham C Muns / CEO	\$130,000	6.00%	94.00%	\$7,800.00
Rocco van der Merwe / CFO	\$75,000	6.00%	94.00%	\$4,500.00
Karen McLaughlin / Director of Service Coordination	\$75,000	2.00%	98.00%	\$1,500.00
Lenore Sciuto / Senior Policy Advisor	\$59,447	6.00%	94.00%	\$3,566.82
Tina Holmes / Dir of HR and Admin	\$53,000	6.00%	94.00%	\$3,180.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
	\$0	0.00%	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$20,546.82

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, and Service Coordinator Supervisors). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.